

COURT FILE NO. 2201-11627
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., 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 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

APPLICANTS

BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., 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 INC. AND SESCO HEALTH SERVICES INC.

DOCUMENT

AFFIDAVIT IN SUPPORT OF APPLICATION FOR THE APPROVAL OF THE PROPOSAL

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Attention: Tom Cumming / Stephen Kroeger

AFFIDAVIT OF JAMES E. LAWSON
SWORN ON FEBRUARY 21, 2023

I, **JAMES E. 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 BR Capital Limited Partnership (“**BR LP**”), BR Capital Inc. (“**BR GP**”), ICE Health Systems Limited Partnership (“**ICE LP**”), ICE Health Systems GP Limited Partnership (“**ICE GP LP**”), ICE Health Systems Inc. (“**ICE AB Inc.**”), Health Education Limited Partnership (“**HE LP**”), Health Education GP Limited Partnership (“**HE GP LP**”), Health Education General Partner Inc. (“**HE Inc.**”), First Response International Limited Partnership (“**FRI LP**”), First Response International GP Limited Partnership (“**FRI GP LP**”), First Response International Inc. (“**FRI Inc.**”), ICE Health Systems Ltd. (“**ICE Ltd.**”), and SESCO Health Services Inc. (“**SESCI**”) (collectively, the “**Debtors**” or “**BR Capital**”, and individually, a “**Debtor**”), and a director of BR GP, ICE AB Inc., FRI Inc., HE Inc. ICE Ltd. and SESCO, and as such 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 am authorized to swear this Affidavit as corporate representative of the Debtors.
3. In preparing this Affidavit, I have consulted with legal, financial and other advisors of BR Capital and members of BR Capital’s management team. I have also reviewed the business records of BR Capital relevant to these proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
4. In this Affidavit, the following capitalized terms have the meanings set out below:
 - (a) “**ABCA**” means *Business Corporations Act*, RSA 2000, Ch B-9, as amended;
 - (b) “**BIA**” means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;
 - (c) “**FRI Group**” means FRI LP, FRI GP LP and FRI Inc.;

- (d) “**HE Group**” means HE LP, HE GP LP and HE Inc.;
- (e) “**ICE Group**” means ICE LP, ICE GP LP, ICE AB Inc., ICE Ltd., SESCO, ICE NV and S MX;
- (f) “**ICE NV**” means ICE Health Systems Inc., a Nevada corporation;
- (g) “**NOIs**” means the notices of intention to make proposals issued by the Debtors on September 15 and 16, 2022 under section 50.4 of the *BIA*, and “**NOI**” means any one of the NOIs;
- (h) “**OSB**” means the Office of the Superintendent of Bankruptcy under the *BIA*;
- (i) “**Partnership Act**” means the *Partnership Act*, RSA 2000, c P-3, as amended;
- (j) “**Proposal**” means the joint consolidated proposal of the Debtors under section 62 of the *BIA*, plan of reorganization of HE Inc. under section 192 of the *ABCA* (the “**Reorganization**”) and plan of arrangement of BR GP, FRI Inc., IIE Inc., ICE AB Inc., ICE Ltd. and SESCO under sections 192 and 193 of the *ABCA* (the “**Corporate Arrangement**”);
- (k) “**Proposal Proceedings**” means the proceedings under Division I of the *BIA* commenced by the NOIs;
- (l) “**Proposal Trustee**” means KPMG Inc., Licensed Insolvency Trustee, in its capacity as proposal trustee of the Debtors;
- (m) “**Registrar**” means the Registrar contemplated by the *ABCA* and *Partnership Act*, as applicable;
- (n) “**SEC MX**” means Servicio de Excelencia en y Communication por Salud Internet (MX), a Mexico corporation; and
- (o) “**ULC**” refers to an unlimited liability corporation to be incorporated under the *ABCA* prior to the implementation of the Proposal.

5. This Affidavit is supplemental to the affidavits of Mark Genuis sworn on October 5, 2022 and October 6, 2022 and my affidavit sworn on November 14, 2022. Capitalized terms that are not otherwise defined in this Affidavit have the meanings given to them in the Proposal, and unless otherwise indicated, all references to dollar amounts contained herein are to Canadian dollars.
6. This Affidavit is sworn in support of a joint application by the Debtors and the Proposal Trustee (the “**Application**”) in these proceedings for the Orders referred to in paragraphs 7, 8 and 9 below.

Relief being sought under the Application

7. The Proposal Trustee is applying for an Order, *inter alia*:
 - (a) abridging time for service of the Application and supporting materials, and deeming service thereof to be good and sufficient;
 - (b) approving the Proposal pursuant to section 59 of the *BIA*; and
 - (c) providing such further and other relief as this Honourable Court may deem just.
8. The Debtors are applying for an Order, *inter alia*:
 - (a) abridging time for service of this Application and supporting materials, and deeming service thereof to be good and sufficient for all purposes on all interested parties;
 - (b) amending the style of cause in these proceedings *nunc pro tunc* to make the following corrections to the legal entity names of the following Debtors:
 - (i) change BR Capital LP to BR Capital Limited Partnership;
 - (ii) change ICE Health Systems LP to ICE Health Systems Limited Partnership;
 - (iii) change ICE Health Systems GP LP to ICE Health Systems GP Limited Partnership;

- (iv) change Health Education LP to Health Education Limited Partnership;
- (v) change Health Education GP LP to Health Education GP Limited Partnership;
- (vi) change Help __ Inc. to Help General Partner Inc.;
- (vii) change First Response International LP to First Response International Limited Partnership; and
- (i) change First Response International GP LP to First Response International GP Limited Partnership

(such correct names of such Debtors being the “**Legal Names**” and such incorrect names being the “**Misnomers**”);

- (c) declaring that for all purposes in these proceedings, the NOIs containing the Misnomers that were filed with the OSB relate and apply to, are effective against the applicable Debtors notwithstanding the Misnomers, and authorizing and directing the OSB to amend their records in respect of such Debtors to reflect the Legal Names of such Debtors;
- (b) declaring that the Proposal is made in good faith and its terms are fair and reasonable and are calculated to benefit the general body of Affected Creditors (as defined in the Proposal), and has been accepted by the requisite majority of the Affected Creditors required under the *BIA*;
- (d) declaring that upon Implementation, all steps, transfers, assumptions, distributions, contributions, transactions, arrangements, assignments and reorganizations effected under section 4.3 of the Proposal shall be deemed to have occurred in the sequential order stipulated in section 6.3 of the Proposal and to be valid, binding and effective;
- (c) declaring that it is just and equitable to dissolve FRI LP, FRI GP LP, IIE LP, GP LP and ICE GP LP, dissolving FRI LP, FRI GP LP, HE LP, GP LP and ICE GP LP

pursuant to section 39(f) of the *Partnership Act*, and cancelling certificates of limited partnership of FRI LP, FRI GP LP, HE LP, GP LP and ICE GP LP and authorizing and directing Registrar to record the cancellation of such certificates pursuant to section 71 of the *Partnership Act*, as contemplated by sections 4.3(b)(ii)(C), 4.3(c)(ii)(C), 4.3(d)(iii)(C), 4.3(e)(ii)(C) and 4.3(g)(ii)(C) of the Proposal;

- (f) distributing pursuant to sections 4(b) and 73 of the *Partnership Act* any interest of:
 - (i) FRI LP in the any property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FR LP, as contemplated by section 4.3(b)(ii)(B) of the Proposal;
 - (ii) FRI GP LP in any property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI GP LP, as contemplated by section 4.3(c)(ii)(B) of the Proposal;
 - (iii) HE LP in any property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE LP, as contemplated by section 4.3(d)(iii)(B) of the Proposal;
 - (iv) HE GP LP in any property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE GP LP, as contemplated by section 4.3(e)(ii)(B) of the Proposal;
 - (v) ICE GP LP in the general partner units in ICE LP to ICE GP Corp as contemplated by section 4.3(g)(ii)(B) of the Proposal; and
 - (vi) ICE GP LP in any property to BR LP and ICE GP Corp, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in ICE GP LP, as contemplated by section 4.3(g)(ii)(B) of the Proposal;
- (g) declaring that this Order is an order for reorganization for the purposes of section 192(2) of the *ABCA* and:

- (i) declaring the statutory procedures applicable to the Reorganization have been met and satisfied and the Proposal and this Application have been put forth in good faith;
 - (ii) declaring that the Reorganization of HE Inc. contemplated by section 4.3(f)(iii) of the Proposal is fair and equitable, both substantively and procedurally, and in the best interests of such corporation and its creditors, shareholders and other stakeholders;
 - (iii) amending the articles of incorporation of HE Inc. to change the name of HE Inc. to ICE GP Corp., as contemplate by 173(1)(a) and 192(2) of the *ABCA*, and approving the articles of reorganization of ICE GP Corp which shall be substantially in the form attached as Schedule "E" to the Proposal; and
 - (iv) approving the bylaws of ICE GP Corp which shall be substantially in the form attached as Schedule "F" to the Proposal;
- (h) declaring that the Corporate Arrangement contemplated by sections 4.3(b) to 4.3(f) of the Proposal is a "corporate arrangement" for the purposes of sections 193(1)(a), 193(1)(b), 193(1) (e) and 193(1)(f) of the *ABCA*, is fair and reasonable, both substantively and procedurally, has a valid business purpose, arranges legal rights in a fair and balanced way, and it is impractical to effect the Corporate Arrangement under any other provision of the *ABCA*;
- (i) declaring the statutory procedures applicable to the Corporate Arrangement have been met and satisfied and the Proposal and this Application have been put forth in good faith;
 - (j) approving the Corporate Arrangement pursuant to section 193(4)(e) of the *ABCA* and:
 - (i) transferring any interest of FRI Inc. in any property to FRI LP, as contemplated by section 4.3(b)(i) of the Proposal;

- (ii) any interest of HE Inc. in any property to HE LP, as contemplated by section 4.3(d)(i) of the Proposal;
- (iii) authorizing and directing FRI Inc., in its capacity as general partner of FRI GP LP:
 - (A) to transfer any interest of FRI GP LP in any property to FRI LP, as contemplated by section 4.3(b)(i) of the Proposal;
 - (B) to transfer its general partner units in FRI GP LP to BR GP, as contemplated by section 4.3(c)(i) of the Proposal;
- (iv) authorizing and directing HE Inc., in its capacity as general partner of HE GP LP:
 - (A) to transfer all the right, title or interest of HE GP LP in any property to HE LP, as contemplated by section 4.3(d)(i) of the Proposal;
 - (B) to transfer its general partner units in HE GP LP to BR GP, as contemplated by section 4.3(e)(i) of the Proposal;
- (v) amalgamating FRI Inc. and BR GP to form BR GP 2023, as contemplated by section 4.3(f)(i) of the Proposal and:
 - (A) approving the articles of amalgamation of BR GP 2023 substantially in the form attached as Schedule “C” to the Proposal, as contemplated by section 4.3(f)(i)(E) of the Proposal; and
 - (B) approving the bylaws of BR GP 2023 substantially in the form attached as Schedule “D” to the Proposal, as contemplated by section 4.3(f)(i)(G) of the Proposal;
- (vi) transferring the shares held by the shareholders in HE Inc. and ICE AB Inc. to BR GP 2023, as contemplated by sections 4.3(f)(ii) and 4.3(f)(iv) respectively of the Proposal, and further transferring such shares in ICE AB

Inc. from BR GP 2023 to BR LP, in exchange for additional BR LP Units, as contemplated by section 4.3(f)(iv) of the Proposal;

(vii) amalgamating ICE AB Inc. and SESCOI to form SESCOI 2023, as contemplated by section 4.3(f)(v) of the Proposal, and:

(A) approving the articles of amalgamation of SESCOI 2023, substantially in the form attached as Schedule “C” to the Proposal, as contemplated by section 4.3(f)(v)(E) of the Proposal; and

(B) approving the bylaws of SESCOI 2023 substantially in the form attached as Schedule “D” to the Proposal, as contemplated by section 4.3(f)(v)(G) of the Proposal;

(viii) dispensing with the following under section 193(4) of the *ABCA*:

(A) any requirement of ICE AB Inc., FRI Inc., HE Inc. to provide any shareholders thereof with notice of the Corporate Arrangement;

(B) any requirement of ICE AB Inc., FRI Inc., HE Inc., BR GP or SESCOI to call, hold and conduct a meeting of any shareholders thereof to consider and approve the Corporate Arrangement; and

(C) any right of any shareholder of ICE AB Inc., FRI Inc., HE Inc., BR GP or SESCOI to dissent in respect of the Corporate Arrangement;

(ix) authorizing and directing (A) BR GP, ICE GP and SESCOI 2023 to file with the Registrar the articles of reorganization, arrangement and amalgamation, as applicable, in respect of the Reorganization and Corporate Arrangement, and (B) BR GP and ICE GP Corp to file with the Registrar all documentation under the *Partnership Act* required in connection with the FRI LP Dissolution, FR GP LP Dissolution, HE LP Dissolution, HE GP LP Dissolution and ICE GP LP Dissolution;

(k) transferring to the ULC:

- (i) any BR LP Unit held by any BR Limited Partner that is a non-resident Resident to the ULC in exchange for an equal number of common shares in the ULC, as contemplated by section 4.3(j)(ii) of the Proposal; and
 - (ii) any BR LP Unit issued to an unsecured creditor or Interim Lender who is a non-resident in exchange for an equal number of common shares in ULC, as contemplated by section 4.3(j)(iii) of the Proposal;
- (l) staying the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Debtor, Released Party (as defined in section 7.3(b) of the Proposal) or Director in respect of any Claims or Liabilities (as defined in sections 1.1(aa) and (yyyy) of the Proposal respectively) settled or released pursuant to sections 7.2, 7.3(a) or 7.4 of the Proposal;
- (m) declaring that the Reorganization and Corporate Arrangement shall, upon the filing of the required documents with the Registrar and the issuance of a proof of filing thereof, become effective in accordance with their terms and will be binding on all persons affected by the Reorganization and Corporate Arrangement upon the implementation of the Proposal;
- (n) approving an increase in the amount of the Interim Financing to permit the cash distributions required to be paid under the Proposal; and
- (o) providing such further and other relief as this Honourable Court may deem just.
9. The Proposal Trustee and the Debtors are jointly applying for an Order, *inter alia*:
- (a) declaring that effective upon the implementation of the Proposal, the sole right of any creditor affected by the Proposal is to receive the distributions provided for in sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m) of the Proposal (as the case may be);

- (b) declaring that effective upon the implementation of the Proposal, all contracts and agreements to which a Debtor is party shall be and remain in full force and effect, unamended, and no counterparty thereto on or following implementation shall accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
 - (i) of any event which occurred prior to, and not continuing after, implementation or which is or continues to be suspended or waived under the Proposal, which would have entitled such counterparty to enforce those rights or remedies;
 - (ii) that any Debtor has sought or obtained relief or has taken steps as part of the Proposal under the *BIA* or *ABCA*;
 - (iii) of any default or event of default arising as a result of the financial condition or insolvency of any Debtor; and
 - (iv) of the restructurings, reorganizations and other effects on any Debtor of the steps and transactions contemplated by the Proposal;
- (c) declaring that the Debtors and the Proposal Trustee shall be authorized, in connection with the taking of any step or transaction or performance of any function under or in connection with the Proposal, to apply to any Governmental Authority (as defined in section 1.1(ggg)) for any consent, authorization, certificate or approval in connection therewith;
- (d) authorizing the Trustee to perform its functions and fulfil its obligations under the Proposal to facilitate its implementation;
- (e) declaring that upon completion by the Proposal Trustee of its duties and obligations under the Proposal, the *BIA* and any Orders, the Proposal Trustee may file with this Honourable Court a certificate stating that all of its duties under the Proposal, the

BIA and any Orders have been completed and thereupon, KPMG Inc. shall be deemed to be discharged from its duties as Proposal Trustee;

- (f) declaring that upon payment in full or the making of provision for all debt secured by the *BIA* Charges, and the Proposal Trustee filing a certificate with this Honourable Court confirming such payment or provision, such *BIA* Charges shall be discharged and released;
- (g) declaring that the Debtors, the Proposal Trustee or any other interested Person may apply to this Honourable Court for advice and direction in respect of any matter arising from or under the Proposal; and
- (h) providing such further and other relief as this Honourable Court may deem just.

The Organizational Structure of BR Capital

- 10. BR Capital is a group of closely connected limited partnerships and corporations that carry on the business of developing and licensing cloud based software for the dental, medical, emergency service fields. There are seven limited partnerships and eight corporations in the group. Attached to this Affidavit as **Exhibit "A"** is a pre-Proposal organization chart illustrating the relationship between the limited partnerships and corporations included in BR Capital together with ICE NV and SEC MX.
- 11. The ultimate parent is BR LP, which is an Alberta limited partnership with 240 limited partners (the "**BR Limited Partners**") who hold 5,370 limited partnership units ("**BR LP Units**") which they purchased in subscriptions that over a number of years raised an aggregate of \$31,486,656.
- 12. BR GP is an Alberta corporation that acts as the general partner of BR LP and its board of directors (the "**Directors**") provide management and direction to BR LP. The Directors are Dr. Mark Genuis, Dr. Kevin Carlson, Dr. Warren Bean and I. Each of the Directors hold 25% of the shares in BR GP and are BR Limited Partners.

13. BR LP holds all of the limited partnership units of the three subsidiary limited partnerships, ICE LP, FRI LP and HE LP, which each own software developed for their separate businesses.
14. The ICE Group is organized as follows:
 - (a) ICE LP is an Alberta limited partnership;
 - (b) ICE LP's general partner is ICE GP LP, another Alberta limited partnership, which was formed so that investors could benefit from the administration and maintenance fees payable by licensees of ICE LP's software, which were thought to be potentially significant. ICE GP LP has seven limited partners, who are also BR Limited Partners;
 - (c) The general partner of ICE GP LP is ICE AB Inc. ICE AB Inc. has seven shareholders, who are also BR Limited Partners. ICE AB Inc. leased the office in Calgary formerly occupied by BR Capital;
 - (d) ICE LP has two subsidiaries, ICE Health Systems Inc. ("ICE NV"), a Nevada corporation, which licenses ICE LP's software to customers in the United States, and ICE Ltd., which licenses ICE LP's software to customers in Canada and elsewhere in the world;
 - (e) ICE Ltd. has two subsidiaries, SEC MX and SESCO. SEC MX was formed as part of an attempt to enter the Mexican market, and currently has no operations or assets. SESCO employs all of BR Capital's employees; and
 - (f) SEC MX and ICE NV did not file NOIs and are not parties to the Proposal Proceedings.
15. The FRI Group is organized as follows:
 - (a) FRI LP is an Alberta limited partnership, all of whose limited partnership units are held by BR LP;

- (b) FRI GP LP is also an Alberta limited partnership and is the general partner of FRI LP. Like ICE GP LP, FRI GP LP was formed on the assumption that investors would subscribe for limited partnership units to benefit from the administration and management fees earned from FRI LP's software. FRI GP LP only has seven limited partners, who are the same as the limited partners in ICE GP LP; and
- (c) FRI Inc. is an Alberta corporation and is the general partner of FRI GP LP. It has the same shareholders as ICE AB Inc.

16. The HE Group is organized as follows:

- (a) HE LP is an Alberta limited partnership, all of whose limited partnership units are held by BR LP;
- (b) HE GP LP, an Alberta limited partnership, is the general partner of HE LP, and like ICE GP LP and FRI GP LP, was formed on the assumption that it would earn valuable administration and management fees from HE LP's software that would attract investors. The limited partners in HE GP LP are also the limited partners in ICE GP LP and FRI GP LP; and
- (c) HE Inc. is an Alberta corporation and is the general partner of HE GP LP. It has the same shareholders as ICE AB Inc. and FRI Inc.

17. The limited partnership agreements of BR LP, ICE LP, ICE GP LP, FRI LP, FRI GP LP and HE GP LP are as follows:

- (a) for BR LP, the limited partnership agreement is dated February 28, 2006 (as amended, the "**BR LP Agreement**") between BR GP as general partner and Peter Hoven, as initial limited partner and a copy thereof is attached to my Affidavit and marked as **Exhibit "B"**;
- (b) for ICE LP, the limited partnership agreement is dated November 22, 2005 (at that time ICE LP was named Next Generation Dentistry Limited Partnership) and a copy thereof is attached to my Affidavit and marked as **Exhibit "C"**;

- (c) for ICE GP LP, the limited partnership agreement is dated July 19, 2005 (at that time ICE GP LP was named Next Generation Dentistry GP Limited Partnership) and a copy thereof is attached to my Affidavit and marked as **Exhibit "D"**;
 - (d) for FRI LP, the limited partnership agreement is dated April 2006 and a copy thereof is attached to my Affidavit and marked as **Exhibit "E"**;
 - (e) for FRI GP LP, the limited partnership agreement is dated April 2006 and a copy thereof is attached to my Affidavit and marked as **Exhibit "F"**;
 - (f) for HE LP, the limited partnership agreement is dated June 6, 2005 and a copy thereof is attached to my Affidavit and marked as **Exhibit "G"**; and
 - (g) for HE GP LP, the limited partnership agreement is dated June 3, 2005 and a copy thereof is attached to my Affidavit and marked as **Exhibit "H"**.
18. Attached to my Affidavit and marked as **Exhibit "I"** are copies of the Alberta Corporate Registry searches for each of the Debtors.

The Business

19. ICE LP, HE LP and FRI LP developed and own cloud based software systems supporting dental and medical clinics and the dissemination of medical information (the software developed and licensed by each of the ICE Group, FRI Group and HE Group and described below being collectively referred to as the "**BR Software Systems**") and all intellectual property associated therewith. The development and marketing of the BR Software Systems was financed through the issuance by BR LP of the 5,370 limited partnership units to 240 BR Limited Partners discussed above and later through unsecured promissory notes issued to approximately 40 noteholders (the "**BR Notes**").
20. The HE Group developed software that provides online information to patients and the public with respect to urological issues (the "**HE Software**") and licenses the HE Software to medical institutions in Canada for use by their patients. Although the HE Group has had a number of licenses with institutions in Alberta and British Columbia, it had limited

success because medical practitioners were unwilling to spend money to educate their patients when they had available free materials from drug companies.

21. The FRI Group developed an extensive learning management system for training and education for emergency service personnel (such personnel, the “**EMS Staff**”, and such software, the “**FRI Software**”). The FRI Group licenses the FRI Software to Alberta’s provincial government and is utilized to train all of its EMS Staff. It is also licensed to one of Alberta’s cities. Just over half of BR Capital’s revenues are derived from the licenses of the FRI Software.
22. The ICE Group developed a cloud-based software system that permits the collection, organization, management and storage of data, information and records for dentistry and for limited use in medical practices (the “**ICE Software**”). The ICE Group licenses the ICE Software to a large dentistry faculty of a major university in the United States, which utilizes the ICE Software for a network of community based clinical education care clinics (“**Faculty Clinics**”, and such community based clinical education, “**CBCE**”) staffed by students supervised by faculty members (the “**Dental Faculty**”). The ICE Software permits the Dental Faculty to supervise and support their students, communicate with them and collect the clinical data from the student experiences with the patients.
23. The ICE Group is also in the second year of a license of the ICE Software to one of the largest private dental groups in the United States (the “**Private Dental Group**”), which has over 1,000 offices, which will be utilized in their clinics for CBCE.
24. The ICE Software has the following features that make it unique:
 - (a) the ICE Software is provided online and able to serve an unlimited number of licensees or accounts as well as an unlimited number of clinics per licensee or account holder. The ICE Software can be essential to an organization essential to the Private Dental Group given its over 1,000 offices across the United States;
 - (b) security levels of the system meet the needs of both the clinical and education communities in general, and the Dental Faculty and Private Dental Group in particular;

- (c) the ICE Software (i) permits patient data to be well organized and easily accessible, (ii) allows licensees to create customized reports in a rapid and highly cost-effective manner, (iii) enables new and existing forms setting out patient health history, grading, diagnostics and other information to be quickly and easily created and customized, and (iv) maintains the data organization structure even when forms are subsequently customized and automatically adds and categorizes within that structure new data that is added to the system, which allows such data to be accessible for reports;
 - (d) the ICE Software contains a telehealth system that enables the Dental Faculty to support and monitor students in a manner that meets the requirements for continued certification as a provider of dental education by the Commission on Dental Education (“CODA”), the accrediting body for dentists in the United States;
 - (e) the Dental Faculty is able, by utilizing the ICE Software, to support and monitor students in a secure manner by viewing their clinical work in real-time while the faculty members remain on campus, which is very important given that the Dental Faculty has many clinics throughout the region; and
 - (f) the ICE Software can deal with a range of specialty practices in the dental field, which means that there is one record for each patient, allowing clinicians and administrative support to easily communicate, refer and tack billing, which enhances patient care over clinics that require separate records for each patient depending upon the type of dental treatment being provided.
25. By contrast, the competing software systems offered by competitors, such as AxiUm (for schools), dentrix (most popular system) and Curve (for clinics), are specific to the type of dental practice, such as periodontics, implantology, pediatric dentistry, orthodontics and oral and maxillofacial surgery. As a result, the ICE Software is better equipped than competitors’ software to deal with a range of specialties in the dental field, which will enable the ICE Group to start building a customer base amongst mutli-office groups with multiple specialties. The ability to have one record per patient provides enormous efficiencies, and enhances patient care as clinicians and administrative staff can easily

communicate, refer patients and track billing without the substantial waste involved in utilizing multiple software systems. The combination of characteristics listed in paragraph 24 are unique to ICE and represent high priority requests from the market.

26. The Dental Faculty has promoted the use of the ICE Software for the Dental Clinics because it allows them to address the following issues:
 - (a) the Dental Clinics provide multiple types of dental care to lower income people and therefore competing software would not be administratively efficient;
 - (b) the Dental Faculty, without leaving the campus, is able to supervise and train their students working in the Dental Clinics spread throughout the region; and
 - (c) large private dental service organizations represent the fastest growing segment of the dental field, and because their culture tends to differ from private dental clinics, they experience loss of clinicians at a rate equal to approximately 30% per year. They have found that if they work with students at the Dental Clinics, while the students are receiving practical clinical training, the dental services organizations are better able to assess, recruit and retain students, as the students have an opportunity to grow accustomed to their culture. As a result, retention levels have increased significantly.
27. ICE LP licenses the ICE Software to ICE NV and ICE Ltd. ICE NV sublicenses the ICE Software to customers in the United States, and ICE Ltd. can sublicense the ICE Software to customers in Canada and elsewhere in the world. Just under a third of BR Capital's total revenues are derived from the licenses of the ICE Software.

Financial Difficulties

28. While a number of factors led to BR Capital's financial difficulties, a major problem is the nature of the software development business itself. If a company is attempting to develop a complex software system, but does not already have significant revenues from other software already in place to fund the development costs, then it incurs all of its programming

and development costs up-front before it receives the revenues to pay those costs. Unfortunately, this dynamic proved to be an over-whelming problem for BR Capital.

29. While BR Capital had the HE Software and FRI Software in place while it was developing the ICE Software, the HE Software and FRI Software never generated the necessary license revenues to support the development of the ICE Software. Of the \$31,487,000 raised from BR Limited Partners, and the \$6,923,921 borrowed from forty holders of BR Notes (the “BR Noteholders”), approximately \$29.0 million was expended on the development, collaboration and implementation of the Software. The majority of this related to the ICE Software.
30. Had the ICE Group been able to find customers and enter into licenses quickly after the ICE Software became operational, BR Capital would have remained financially viable. However, the potential customers for the ICE Software are governmental and educational institutions in the dental and medical fields, and large corporate groups that have many offices. These type of customers can be bureaucratic and slow to adopt new technology, and in many cases would wait until a new technology proved itself before adopting it. Also, because the ICE Software manages vast numbers of patient records, it had be compliant with the regulatory requirements of the jurisdictions in which the licensee operates. This entails additional programming and costs.
31. The ICE Software was designed to serve the world’s medical and dental fields, but BR Capital lacked the financial capability to deliver it to the world. Because the vast majority of the capital raised by BR Capital was required to develop and program the BR Software Systems, there was not sufficient capital required to properly market the ICE Software and develop a client base that could support those costs.
32. As described above, the ICE Group was able to enter into a number of licenses of the ICE Software with education institutions in the United States. It also made significant efforts to license the ICE Software to governmental and private institutions in Mexico. However, the Mexican initiative had to be suspended because of a combination of political difficulties and onset of the COVID-19 pandemic.

33. In 2018 and 2019, BR Capital negotiated with a number of governmental bodies and private companies in Mexico to license the ICE Software. The potential licensees were attracted to the ICE Software because it could give patients living in rural areas and smaller urban centres access to specialists practicing in the large cities. Early in 2018, the ICE Group entered into three licenses of the ICE Software with private companies operating in Mexico, which received funding under contracts with Mexican State governments, who were in turn funded through programs provided by Mexico's federal government. Each license provided for a multi-year term over which the licensee would pay an annual license fee to ICE LP. For the first year, the annual license fee was to be US \$105,000 for each clinic operated by the licensee, with a minimum requirement of four clinics. The annual license fees reduced over time as the majority of the work adapting the Software was up front. However, in July of 2018, a new President came into office in Mexico who suspended funding for the programs that provided the funding for the ICE Group's licensees, and then later terminated the funding. This resulted in the cancellation of these licenses.
34. Dr. Mark Genuis, in his capacity as Chief Executive Officer, had discussions throughout 2018 and 2019 with governmental and institutional health care providers in the Mexican States of Durango, Agascalientes, Campeche, Yucatan, Sonora and Baja California Sur, and with the health care provider for the State of Jalisco's employee pension fund ("IPEJAL"). These discussions reached an advanced stage and a number of license agreements were prepared. Our programmers and software engineers did a great deal of work to adapt the ICE Software to the needs of the potential licensees, and ICE LP retained counsel in Mexico City to register the intellectual property underlying the ICE Software in Mexico. This upfront work was necessary because licensees would generally not enter into license agreements unless the ICE Software could be brought into operation almost immediately. The ICE Software had to be adapted so it was compliant with Mexican regulatory standards. To perform the programming work, additional programmers and software engineers had to be hired. BR Capital also incorporated SEC MX and carried out a reorganization in order to permit the flow of license revenue from Mexico to Canada in a tax efficient manner.

35. Unfortunately, the negotiations described in paragraph 34 were suspended at a very late stage as a result of the onset of the COVID-19 pandemic. Before that, however, costs in excess of \$2 million had been incurred in to develop the business in Mexico, which included regulatory consulting costs, programming costs, Mexican legal advice and Mexican and Canadian tax advice. That cost, together with other working capital requirements, had to be funded through the issuance of the BR Notes. Approximately half of the BR Noteholders were BR Limited Partners and half were third parties. The BR Notes had short terms, ranging from three to twelve months, because management and the Directors believed that licensees in Mexico and elsewhere would generate sufficient revenues to repay the BR Notes as they became due. However, because of the cancellations and suspensions described above, BR Capital did not have sufficient funding available to permit the repayment of the BR Notes.
36. As a result of these issues, the consolidated financial position of BR Capital deteriorated, as illustrated by the following information as of the years ending 2019, 2020 and 2021:
- (a) the current assets deteriorated each of those year: \$607,578 in 2019, \$433,793 in 2020 and \$98,581;
 - (b) the capital assets deteriorated each of those years: \$871,795 in 2019, \$674,789 in 2020 and \$309,769 in 2021; and
 - (c) the current liabilities increased each of those years: \$7,338,591 in 2019, \$9,810,636 in 2020 and \$11,433,668 in 2021.

However, in the same period:

- (i) the revenues increased in each of those years: \$326,660 in 2019, \$674,789 in 2020 and \$309,769 in 2021; and
- (ii) the expenses (the majority of which consisted of human resources and interest) decreased in each of those years: \$4,246,551 in 2019, \$3,183,796 in 2020, and \$2,735,026 in 2021.

37. Another issue was that BR Capital's limited partnership and corporate structure, with seven limited partnerships and eight corporations, is overly complex given how its three business lines actually evolved and the administrative and professional costs of maintaining it exceed what is justified by its revenues. Specifically, as discussed above, BR Capital created ICE GP LP, FRI GP LP and HE GP LP to act as general partners on the assumption that those limited partnerships would earn significant management fees from maintaining and servicing the FRI Software, HI Software and ICE Software, and that investors would be interested in acquiring their limited partnership units in order to receive distributions from those limited partnerships' net revenues. In fact, the maintenance and servicing revenues are not sufficient to justify such a complex structure and are not sufficient to attract third party investor interest. None of those limited partnerships ever made distributions to their limited partners.
38. For the two years prior to the filing of the NOIs, BR Capital implemented a number of measures to resolve its financial difficulties:
- (a) Dr. Mark Genuis and I were able to negotiate forbearance agreements with many of the BR Noteholders, but the forbearance agreements expired in 2021;
 - (b) BR Capital obtained additional funding from a small, core group of BR Limited Partners who held significant numbers of BR LP Units, but that funding was only sufficient to pay operating costs;
 - (c) in order to conserve BR Capital's increasingly scarce cash resources, Dr. Mark Genuis and I, as the two senior executives of BR Capital (collectively, the "**Senior Executives**"), agreed that our compensation would accrue but not be paid until the financial condition of BR Capital improved;
 - (d) BR Capital also focussed on making significant cost reductions following January of 2020 including the following:
 - (i) employee costs were reduced from \$241,000 per month in January 2020 to \$32,000 per month in January 2023;

- (ii) office lease costs were reduced from \$11,000 per month in January 2020 to \$150 per month (for record storage) in January 2023;
 - (iii) third party technical operating costs were reduced from \$28,500 per month in January 2020 to \$4,000 per month in January 2023; and
 - (iv) general office costs were reduced from \$4,200 per month in January 2020 to \$1,500 per month in January 2023;
- (e) BR Capital focussed on maintaining its existing client base and was able to enter into new licenses with two large dental service organizations and an American University. However, because there was insufficient capital to invest in developing and implementing the Software for these licensees, two the new licenses were cancelled. The BR Capital Group also prepared a license agreement with a Canadian University, but will not be able to proceed with that license unless a Proposal is successfully implemented;
- (f) BR Capital has attempted both to raise additional capital from private equity groups or other investors and to sell either some or all of the BR Software Systems and the licenses with BR Capital's customers. However, given the current overwhelming level of indebtedness of BR Capital, potential investors and purchasers have been unwilling to advance discussions.
39. Notwithstanding the forgoing measures, BR Capital currently has no means to repay its indebtedness, the particulars of which are set out in the Third Report of the Proposal Trustee (Report on the Proposal) dated January 25, 2023 (the "**Third Report**") and in paragraphs 41 to 43 of this Affidavit.
40. After consulting with key stakeholders and obtaining legal and accounting advice, BR Capital's management and Directors concluded that the only way to preserve the businesses of BR Capital and restore its financial condition for the benefit of its customers, its current and former employees, the BR Noteholders, its other creditors and the BR Limited Partners, was to commence the Proposal Proceedings under the *BIA*.

Current Financial Position of BR Capital

41. As reported by the Proposal Trustee in paragraph 38 of the Third Report, as of January 13, 2023, the primary liabilities of BR Capital, totaling approximately \$11,737,000, are as follows:
- (a) the outstanding principal and interest under the BR Notes is approximately \$9,513,000;
 - (b) the accrued but unpaid compensation payable to the Senior Executives is approximately \$1,662,000 (“**Unpaid Executive Compensation**”);
 - (c) the amount owed to ordinary unsecured creditors is \$270,000;
 - (d) the amount owed to the Canada Revenue Agency is \$179,000; and
 - (e) the amount owed to employees is \$113,000.
42. The BR Notes issued by BR LP permitted BR Capital to fund the Mexican investment and provided desperately needed working capital. Interest accrued under the BR Notes at 12% per annum and the outstanding amounts under the BR Notes became payable on December 31, 2019. As discussed above, BR Capital was only able to enter into forbearance arrangements with some but not all of the BR Noteholders. Two BR Noteholders, Copper Lake Holdings Limited, which is owed approximately \$1,325,000 on account of principal and interest, and R&FS Holdings Limited, which is owed approximately \$265,000 on account of principal and interest, commenced an action against BR LP, BR GP and John Do 1, John Doe 2, Jane Doe 1 and Jane Doe 2 on January 21, 2021.
43. Of the total liabilities of \$11,737,000:
- (a) BR LP has claims against it of \$9,513,000 by BR Noteholders under the BR Notes on account of principal and interest;
 - (b) SESCOI has claims against it of \$113,000 (based on the Third Report) by current and former employees, of which approximately \$90,500 are priority claims under

sections 60(1.3) and 136(1)(d) of the *BIA* (which are defined in the Proposal as “**Priority Employee Claims**”) and approximately \$30,500 are unsecured claims for severance;

- (c) SESCO has claims against it of \$179,000 (based on the Third Report) by Canada Revenue Agency on account of withholding obligations which must be paid within six months of the approval of the Proposal pursuant to section 60(1.1) of the *BIA* (which are defined in the Proposal as “**Priority Governmental Claims**”); and
- (d) BR LP, ICE LP, FRI LP, ICE Ltd., SESCO and ICE AB Inc. have claims against it amounting to \$270,000 by various trade creditors.

44. In July and August of 2022, the Directors obtained two valuations of the business of BR Capital from SME Business Appraisers Inc. (“**SME**”) as of March 31, 2022 (each, an “**SME Valuation**”):

- (a) the first SME Valuation dated July 28, 2022, which assumed BR Capital’s current level of indebtedness and a review of the unaudited annual financial statements for 2019 to 2021, the quarterly financial statements for the period ending March 31, 2022, the five year projections prepared by management, and the fair market value of capital assets, concluded that the fair market value of the business was zero given that the fair market value of its assets was less than its indebtedness; and
- (b) the second SME Valuation dated August 18, 2022, which assumed BR Capital’s indebtedness was converted into BR LP Units, concluded that the fair market value of the business was \$451,000.

45. The SME Valuations value the assets of BR Capital based on the license revenues from the BR Software Systems. The first SME Valuation indicates the equity in BR Capital (the limited partnership units) currently has no value at all because the total indebtedness exceeds the value of its assets. The second SME Valuation shows that if BR Capital’s indebtedness is paid or converted under the Proposal, the equity has real value. However, that value has been severely constrained because of the prolonged financial difficulties and

business setbacks described in paragraphs 28 to 37 above, which prevented BR Capital from carrying out the necessary expansion of its customer base and licensee revenues.

46. In a bankruptcy, where a trustee would likely have to cease operations in absence of obtaining new working capital, the BR Software Systems would no longer be supported and any license revenue would cease. In that situation, it would be difficult for a trustee to realize much value from the sale of the BR Software Systems. In fact, based on my review of the Third Report, the Proposal Trustee has concluded that the licenses and BR Software Systems would have no realizable value in a forced liquidation (paragraph 58 of the Third Report). The Proposal Trustee estimated in paragraphs 55 to 58 of the Third Report that only the tangible assets would have realizable value, but the costs of realization would result in there being no recovery for the creditors.

Proposal Proceedings

47. On September 15 and 16, 2022, each Debtor filed a NOI under section 50.4(1) of the *BIA*. Attached to my Affidavit and marked as **Exhibit “J”** are copies of the NOIs.
48. 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 Proposal Proceedings and the estate files of the Applicants thereunder;
 - (b) authorized the Applicants to obtain an interim financing loan facility in the principal amount of \$430,000 from 2443970 Alberta Inc. (the “**Agent**”) as administrative agent for and on behalf of a core group of BR Limited Partners (the “**Interim Lenders**”, and such financing, the “**Interim Financing**”), secured by a charge in the amount of \$430,000 against BR Capital’s assets;
 - (c) granted an administration charge to secure the professional fees and costs of the Proposal Trustee, the Proposal Trustee’s counsel and BR Capital’s counsel (the “**Professional Restructuring Costs**”) in the amount of \$350,000;

- (d) granted a charge to indemnify the directors and officers of BR Capital in the amount of \$300,000; and
 - (e) extended the initial 30 day period within which the Debtors were required to file a proposal to November 29, 2022 (as further extended, the “**Proposal Filing Period**”).
49. The Interim Financing funds the payment of operating costs during the Proposal Proceedings and the Professional Restructuring Costs. There are ten Interim Lenders, who for the sake of convenience lend to BR Capital under the Interim Financing through the Agent. Neither the Agent, of whom I am the sole director and shareholder, nor I receive any fee or other compensation for acting as Agent. Section 5 of the Interim Facility Commitment Letter dated as of September 16, 2022 (the “**Commitment Letter**”) between the Agent and the Debtors contemplates that the amount outstanding under the Interim Facility will be converted into BR LP Units upon the implementation of the Proposal. It is also contemplated that the cash amount required in order to implement the Proposal will be funded through the Interim Facility. Attached to my Affidavit and marked as **Exhibit “K”** is a copy of the Commitment Letter.
50. On November 25, 2022, the Honourable Justice G. Dunlop granted an Order that, among other things, extended the Proposal Filing Period to January 13, 2023.

Preparation of the Proposal

51. Following the initiation of the Proposal Proceedings, BR Capital consulted with its professional advisors and principal stakeholders, including the BR Limited Partners and BR Noteholders with the largest holdings of BR LP Units and BR Notes, with respect to the preparation of the Proposal. The process was extremely time consuming because of the complexity of BR Capital’s limited partnership and corporate structure, the requirement under the *BIA* to pay all Priority Employee Claims and Priority Governmental Claims, the need to balance the respective interests of the BR Limited Partners and unsecured creditors, the need to obtain additional financing to fund the payments that had to be made upon the implementation of the Proposal, and the need to mitigate potentially negative tax consequences arising from such implementation.

52. In order for BR Capital to successfully emerge from the Proposal Proceedings, the Proposal had to address its indebtedness under the BR Notes, which was incurred to complete the development of the ICE Software, adapt the ICE Software to the regulatory requirements of Mexico, set up a business infrastructure in Mexico and provide working capital. The indebtedness cannot not be serviced or repaid given the current level of license revenues, and prevents BR Capital from raising additional debt or equity capital, or effectively marketing the BR Software Systems to increase its customer base and license revenues. Also, management and the Directors believed that BR Capital should take the opportunity to simplify its organizational structure, which was overly complex and expensive to maintain, and ill suited to how the business actually evolved.
53. The Proposal addresses these problems by providing for the payment in full of the Priority Employee Claims and Priority Governmental Claims, the conversion of the claims of unsecured creditors into BR LP Units, the conversion of the amounts owed to the Interim Lenders under the Interim Financing into BR LP Units, the winding up of five of the limited partnerships, leaving BR LP and ICE LP, and the reduction of the corporations from six to four through amalgamations.
54. Following the implementation of the Proposal, a number of steps taken by BR Capital and developments should assist it in growing its business:
 - (a) BR Capital will no longer have a debt burden that it is unable to service or repay, and therefore will be able to use its working capital to expand its customer base;
 - (b) since the core ICE Software is now fully developed, it can be maintained at present levels of usage by three employees based on its current useage, which will help control costs;
 - (c) the license fees BR Capital is able to charge its core dental/education customers will yield a 70% margin over operating costs;
 - (d) building on the experience of the Dental Faculty, the American Dental Society (“**ADSO**”), which has over 100 member organizations (which in turn are made up of large corporate groups who have thousands of offices across the United States

and are continuing to acquire local dental practices), has approved a pilot program under which the ICE Software will initially be utilized by four member groups, each of whom will use the ICE Software in five clinics with students;

- (e) if the ADSO program is successful, ADSO will support its adoption by all of its members. Since the license fee structure for the ICE Software is made up of a license fee for each organization, a fee for each clinic within an organization, and a fee for each student or clinician within the organization, the potential for revenue growth is significant;
- (f) a large university in the United States is using the ICE Software for a research project involving oral health clinics that they operate;
- (g) once BR Capital's business is stabilized, it will seek new investors or joint venture partners in order to permit expansion into new markets and jurisdictions;
- (h) the FRI Software and FRI Contracts will be maintained as they have good operating margins and are sustainable at their current levels without additional capital; and
- (i) the licenses of the HE Software will also be maintained, but given their current limited value, BR Capital will not at this time will seek to expand its customer base.

The Proposal

55. On January 13, 2023, the last day of the extended Proposal Filing Period, the Debtors filed the Proposal with the Proposal Trustee and the Proposal Trustee filed the Proposal with the Official Receiver. Attached to my Affidavit and marked as **Exhibit "L"** is a copy of the Proposal.

56. The key features of the Proposal are as follows:

- (a) the following claims are to be paid in cash upon the implementation of the Proposal, which will be funded by additional advances under the Interim Financing:

- (i) the Priority Employee Claims, which are claims of present and former employees of the Debtors required to be paid under section 60(1.3) of the *BIA*;
 - (ii) the Priority Governmental Claims, which are the claims of His Majesty in right of Canada and the provinces required to be paid under section 60(1.1) and 60(1.2) of the *BIA*;
 - (iii) the levy of the Superintendent of Bankruptcy, which is required to be paid under section 60(4) of the *BIA*;
 - (iv) all proper Professional Restructuring Costs, which are required to be paid on implementation under section 60(1) of the *BIA*;
- (b) all claims of ordinary unsecured creditors and all amounts owing to Interim Lenders under the Interim Financing will be converted into BR LP Units, with the effect that immediately following the implementation of the Proposal:
- (i) the original BR Limited Partners will hold 15% of the BR LP Units;
 - (ii) the ordinary unsecured creditors will hold 60% of the BR LP Units; and
 - (iii) the Interim Lenders will hold 25% of the BR LP Units
- (all of the foregoing being subject to rounding);
- (c) all cash and BR LP Units to be distributed under the Proposal are to be distributed by the Proposal Trustee in accordance with section 60(2) and 60(3) of the *BIA*; and
- (d) the organizational structure of the Debtors will be simplified by:
- (i) the wind-up and dissolution of FRI LP, FRI GP LP, HE LP, HE GP LP and ICE GP LP (the “**Partnership Reorganization**”);
 - (ii) the amalgamation of BR GP and FRI Inc. to form BR Capital 2023 Inc. which will continue as the general partner of BR LP;

- (iii) the amalgamation of ICE AB Inc. and SESCO to form SESCO 2023 Corp., which will continue to be the employer and provide administrative services for BR Capital; and
- (iv) HE Inc. will become a wholly owned subsidiary of BR 2023 Inc. and become the general partner of ICE LP.

57. As described in paragraph 38(c) of this Affidavit, in order to conserve cash and contribute to the survival of BR Capital and its business, the Senior Executives agreed that until BR Capital's financial difficulties were resolved, their compensation would accrue but not be paid. The Directors, Senior Executives and core stakeholders of BR Capital determined that in order to incentivize the Senior Executives to stay in place and work to build BR Capital's business following the implementation of the Proposal, but to ensure fairness to the unsecured creditors, the Unpaid Executive Compensation, amounting to approximately \$1,662,000, would be an excluded claim under the Proposal but the employment agreements of the Senior Executives would be amended and restated (the "**Executive Amending Agreements**") to provide that the Unpaid Executive Compensation would only be paid as follows:

- (a) if the annual net income of BR Capital is within the following thresholds, the Senior Executives would be entitled to receive monthly payments on account of the Unpaid Executive Compensation as follows:
 - (i) if the net income was between \$1,000,000 and \$1,999,999, the Senior Executives would be paid on a monthly basis 1/12th of 10% of the Unpaid Executive Compensation;
 - (ii) if the net income was between \$2,000,000 and \$2,999,999 15%, the Senior Executives would be paid on a monthly basis 1/12th of 15% of the Unpaid Executive Compensation;
 - (iii) if the net income was between \$3,000,000 and \$3,999,999, the Senior Executives would be paid on a monthly basis 1/12th of 25% of the Unpaid Executive Compensation;

- (iv) if the net income was between \$4,000,000 and \$4,999,999, the Senior Executives would be paid on a monthly basis 1/12th of 40% of the Unpaid Executive Compensation; and
 - (v) if the net income exceeded \$5,000,000, the Senior Executives would be paid on a monthly basis 1/12th of the Unpaid Executive Compensation;
- (b) if assets of BR Capital are sold, or over 50% of the BR LP Units are purchased by a person or entity, in a transaction where the proceeds exceed \$1,000,000, the Senior Executives are entitled to receive that portion of their Unpaid Executive Compensation calculated as follows:
- (i) if the proceeds are between \$1,000,000 and \$1,999,999, the Senior Executives are entitled to receive 10% of their remaining Unpaid Executive Compensation;
 - (ii) if the proceeds are between \$2,000,000 and \$2,999,999, the Senior Executives are entitled to receive 15% of their remaining Unpaid Executive Compensation;
 - (iii) if the proceeds are between \$3,000,000 and \$3,999,999, the Senior Executives are entitled to receive 20% of their remaining Unpaid Executive Compensation;
 - (iv) if the proceeds are between \$4,000,000 and \$4,999,999, the Senior Executives are entitled to receive 25% of their remaining Unpaid Executive Compensation;
 - (v) if the proceeds are between \$5,000,000 and \$5,999,999, the Senior Executives are entitled to receive 30% of their remaining Unpaid Executive Compensation;
 - (vi) if the proceeds are between \$6,000,000 and \$6,999,999, the Senior Executives are entitled to receive 35% of their remaining Unpaid Executive Compensation;

- (vii) if the proceeds are between \$7,000,000 and \$7,999,999, the Senior Executives are entitled to receive 40% of their remaining Unpaid Executive Compensation;
- (viii) if the proceeds are between \$8,000,000 and \$8,999,999, the Senior Executives are entitled to receive 50% of their remaining Unpaid Executive Compensation;
- (ix) if the proceeds are between \$9,000,000 and \$9,999,999, the Senior Executives are entitled to receive 55% of their remaining Unpaid Executive Compensation;
- (x) if the proceeds are between \$10,000,000 and \$15,999,999, the Senior Executives are entitled to receive 75% of their remaining Unpaid Executive Compensation; and
- (xi) if the proceeds are greater than \$16,000,000, the Senior Executives are entitled to receive 100% of their remaining Unpaid Executive Compensation.

The intent of these thresholds is to make any recovery by the Senior Executive more or less equivalent to what the unsecured creditors receiving BR LP Units recover, thus ensuring equitable treatment. The ordinary monthly pay of the Senior Executives will be determined following the implementation of the Proposal, based upon the current financial means of BR Capital. Attached to my Affidavit and marked as **Exhibit "M"** are copies of the Executive Amending Agreements.

58. As part of the Proposal, the following amendments were required to the BR LP Agreement:

- (a) the first amendment, which is attached to the Proposal as Schedule "A" and was approved by a special resolution of the BR Limited Partners held on December 2, 2022, modernized notice and meeting requirements by allowing notices to be sent electronically and meetings to be held on web based video systems, which was necessary because the limited partners are spread across Canada and more modern

and efficient notice, meeting and voting mechanisms were required to permit more efficient, expeditious and economic communication and participation in meetings of BR Limited Partners; and

- (b) a second amendment, to be approved by a special resolution of both the current and post-implementation BR Limited Partners subsequent to the Proposal's implementation, fixing a flaw in the distribution mechanics described in paragraph 59 below.

- 59. The distribution scheme in the BR LP Agreement was intended to ensure *pro rata* distributions based on the interest of each BR Limited Partner in BR LP. However, rather than basing the *pro rata* distribution on the number of BR LP Units held by each BR Limited Partner, which I understand from our counsel is typically how this is done, the distribution scheme is based on the amount of capital contributed. However, because the capital contributed by the original BR Limited Partners is approximately \$31 million, and the capital contributed by the unsecured creditors and Interim Lenders is the amount of the indebtedness being converted, or approximately \$10.4 million, the distribution mechanism would cease to approximate the post-implementation BR Limited Partners' *pro rata* holdings of BR LP Units. Essentially, the original BR Limited Partners, who will hold 15% of the BR LP Units, will receive 75% of all distributions, and the former unsecured creditors, who will hold 85% of the BR LP Units, will receive 25% of distributions.
- 60. A second amending agreement, which is attached to the Proposal as Schedule "B" (the "**Second Amending Agreement**"), bases the distribution scheme on the BR Limited Partners' respective holdings of BR LP Units, which corresponds to the original intent of the BR LP Agreement, although not the words.
- 61. Section 4.1(g) of the Proposal is intended to address a tax issue that has arisen because over time, six BR Limited Partners have ceased to be residents of Canada for the purposes of the *Income Tax Act* (Canada). Also, at least one unsecured creditor is a resident of Mexico. According to BR Capital's professional advisors, if even one BR Limited Partner is a non-resident, BR LP ceases to be a "Canadian partnership" for purposes of the *Income Tax Act* and is deemed to be a non-resident of Canada. This in turn can trigger obligations to

withhold taxes in respect of distributions to BR LP, deems the non-residents to be carrying on business in Canada (and thus taxable on any income earned in Canada), and triggers a 25% withholding tax on any “taxable Canadian property” disposed of by BR LP. In fact, no such distributions, taxable income or dispositions have occurred to date, but the potential tax problem has to be resolved as part of the overall restructuring provided for in the Proposal.

62. In order to resolve the non-resident tax issue discussed in paragraph 61 above, the BR LP Units held by non-residents will be transferred to the ULC in exchange for an equal number of common shares in the ULC, and any BR LP Units which would otherwise be issued under the Proposal to a non-resident will be issued to the ULC and the non-resident will receive an equal number of common shares in the ULC. While the shares in the ULC have unlimited liability attached to them, the shareholders are not thereby exposed to BR Capital’s liabilities because the ULC only holds BR LP Units in BR LP. Effectively, the shareholders will have the same liability protections that the BR Limited Partners have.
63. While section 2.10 of the BR LP Agreement in certain circumstances permits BR GP to require non-resident BR Limited Partners to sell of their BR LP Units, or in the event of a refusal, to sell for fair market value the BR LP Units on their behalf, in the current circumstances the non-resident BR Limited Partners would receive nothing for their BR LP Units, and therefore the Directors and management of BR Capital believes section 4.1(g) of the Proposal resolves the non-residency problem in a more equitable manner.
64. In order to implement the Proposal, BR Capital is required to deliver to the Proposal Trustee the following (the “**Implementation Deliveries**”):
 - (a) the cash required on implementation of the Proposal to pay the Professional Restructuring Costs, the Priority Employee Claims, the Priority Governmental Claims and the Superintendent’s levy (the “**Implementation Cash Amount**”); and
 - (b) BR LP Unit certificates representing the BR LP Units (the “**LP Unit Certificates**”), and common share certificates representing the common shares in the ULC (the

“**ULC Share Certificates**”), to be distributed to the unsecured creditors and Interim Lenders upon the implementation of the Proposal.

65. Under section 5.5 of the Proposal, the implementation of the Proposal is conditional upon the satisfaction of certain conditions precedent, namely:
- (a) the Proposal must have been approved by the double majority of creditors required under section 54(2)(d) of the *BIA*;
 - (b) the Proposal must have been approved by this Honourable Court;
 - (c) the operation and effect of this Honourable Court’s approval must not have been stayed, reversed or amended, and applicable appeal periods expired or waived by the Debtors with the written consent of the Proposal Trustee;
 - (d) the Implementation Deliveries must have been completed;
 - (e) the first amendment of the BR Limited Partnership Agreement must have been approved by a special resolution of the BR Limited Partners and signed by BR GP on behalf of the BR Limited Partners; and
 - (f) the Senior Executives must have executed and delivered the Executive Amending Agreements.
66. Under section 5.7 of the Proposal, it is a condition subsequent to the implementation of the Proposal that the Second Amending Agreement discussed in paragraphs 60 and 61 be approved by special resolution of the BR Limited Partners. If the Second Amending Agreement is not approved, the implementation will be deemed to be reversed and the Proposal will terminate and be of no force or effect.
67. Under section 7.3(c) of the Proposal, upon implementation the present and former officers and directors of BR Capital are released from any liabilities for which he or she is liable in his or her capacity as an officer or director, whether arising before or after the filing of the NOIs, but expressly excluding any liability relating to contractual rights of a creditor

arising under a contract with an officer or director, or based on allegations of misrepresentation made by such officer or director.

68. The release provided for in section 7.3(c) is intended to ensure that the directors and officers are not subject to liabilities that arise only as a result of their acting in their capacities as officers and directors, but are not beyond the scope of what is permitted under sections 50(13) and 50(14) of the *BIA*. The officers and directors remained in place throughout the Proposal Proceedings and have worked tirelessly since BR Capital began to suffer financial difficulties to resolve those difficulties. Further, the Senior Officers have contributed to the Proposal by entering into the Executive Amending Agreements, which only permit them to recover their Unpaid Executive Compensation to the extent that the value of the unsecured creditors' BR LP Units is substantially equivalent to any recovery of the Senior Executives.

Meeting of Creditors

69. On January 18, 2023, the Proposal Trustee sent a creditors' package to the Debtors' creditors which included (a) a notice of meeting of creditors to consider and vote upon the Proposal, to be held on February 2, 2023; (b) a notice of proposal to creditors; (c) a copy of the Proposal; (d) a proof of claim form; (e) a voting letter; and (f) a list of creditors with claim amounts over \$250 (such package of documents being the "**Creditors Package**"). Attached to my Affidavit and marked as **Exhibit "N"** is a copy of the Creditors Package, without the copy of the Proposal.
70. On January 18, 2023, BR Capital issued a letter to the creditors of the Debtor and the BR Limited Partners referring to the Creditors Package, the meeting of creditors to be held on February 2, 2023 and attaching an Information Memorandum prepared by management of BR Capital, which described the background of the Proposal, summarized the terms and provisions of the Proposal, and provided certain information with respect to certain tax effects of the Proposal. Because of the complexity of the Proposal and its tax effects on individual creditors and BR Limited Partners, BR Capital urged them to seek independent legal and accounting advice. Attached to my Affidavit and marked as **Exhibit "O"** is a copy of the letter and the Information Memorandum.

71. On February 2, 2023, the Proposal Trustee called and held the meeting of the creditors of the Debtors to consider and vote on whether or not to accept the Proposal. The Proposal was accepted by 100% of the creditors with proven claims voting in person or by proxy at the meeting of creditors. The vote therefore exceeded the double majority requirement set out in section 54(1)(d) of the *BIA*, which provides that the proposal is deemed accepted by the creditors if all classes of unsecured creditors vote for the acceptance of the proposal by a majority in number and two thirds in value of the unsecured creditors present, personally or by proxy, at the meeting of creditors.
72. The Debtors have no secured creditors and therefore no separate class vote was required for secured creditors. Attached to my Affidavit and marked as **Exhibit "P"** are copies of the Alberta Personal Property Registry searches for the Debtors. The Debtors have never provided pension to their employees.

Implementation Steps to Date

73. BR Capital has carried out the following steps to date in order to implement the Proposal:
 - (a) BR Capital has raised and is continuing to raise sufficient cash under the Interim Financing to enable it to pay the Cash Implementation Amount on the implementation of the Proposal;
 - (b) BR Capital has instructed its legal counsel to prepare all corporate and partnership documentation required to be signed and/or filed with the Registrar under the *ABCA* and *Partnership Act* in order to implement, and satisfy the conditions precedent and subsequent for the implementation of, the Proposal, which it is in the process of completing; and
 - (c) BR Capital is preparing the LP Unit Certificates and ULC Share Certificates to be distributed by the Proposal Trustee.

Reorganization and Corporate Arrangement and Restructurings of the Limited Partnerships under the Proposal

74. Because of the financial issues faced by BR Capital that is described in paragraphs 38 to 46 above, including the current unsustainable level of indebtedness, in any bankruptcy of

the Debtors, none of the creditors, the BR Limited Partners, the limited partners in ICE GP LP, FRI GP LP or HE GP LP, or the shareholders in ICE AB Inc., FRI Inc. or HE Inc. would receive anything. Hence, currently their respective claims, BR LP Units, limited partnership units and shares have no value.

75. Under the Proposal, the current shareholders of ICE AB Inc., FRI Inc. and HE Inc. will receive shares in BR Capital 2023 Inc., the amalgamated general partner of BR LP, but as is currently the case, those shareholders receive no independent distributions through such holdings. Because the shares in ICE AB Inc., FRI Inc. and HE Inc., their shareholders do not really have a true economic interest in those corporations and therefore no true interest of those shareholders is being negatively affected by these steps.
76. Management and the Directors also concluded that since the management and administration fees associated with the BR Software Systems were not sufficient to justify ICE GP LP, FRI GP LP or HE GP LP, these limited partnerships should also be dissolved.
77. As described above, the Directors and management of BR Capital have concluded that any benefits carrying on business with the ICE Software, FRI Software and HE Software through separate subsidiary limited partnerships is outweighed by the costs and administrative burdens of maintaining those limited partnerships, and that it would be more efficient to carry on those businesses under one subsidiary limited partnership. Hence, the Proposal provides for the dissolution by this Honourable Court of FRI LP and HE LP, the distribution of their assets to BR LP and BR GP, and the contribution of those assets to ICE LP. The licenses held by the FRI Group and HE Group will be held by ICE Ltd., as their customers are in Canada.
78. The only limited partner of ICE LP, FRI LP and HE LP is BR LP. Since the limited partners of ICE GP LP, FRI GP LP or HE GP LP do not have a true economic interest in either ICE LP, FRI LP or HE LP, or in ICE GP LP, FRI GP LP or HE GP LP, no real interest of those limited partners are being affected by the steps contemplated by the Proposal.

79. Since the claims of all creditors of FRI LP, HE LP, ICE GP LP, FRI GP LP, HE GP LP, ICE AB Inc., FRI Inc. and HE Inc. are being addressed through the Proposal, no creditor of these entities is being negatively affected by the steps described above.
80. The steps described in paragraphs 75 to 77 above are a critical component of the restructuring under the Proposal because they create a less complicated organizational structure that can be more efficiently and economically administered, which is in the view of the Directors and management an important building block for the future success of BR Capital.
81. With respect to the Reorganization and Corporate Arrangement described above, they are intimately connected with the Proposal, are extremely complex, and in the view of management and the Directors be very difficult and impractical to carry out independently of the Proposal. As with the reorganization of the limited partnership structures within BR Capital, carrying out the Reorganization and Corporate Arrangement will result in a less complex structure that can be more efficiently and economically administered, and therefore are of great importance to the future success of BR Capital.
82. BR Capital intends to obtain a consent to the Proposal, and the Reorganization, Corporate Arrangement and dissolutions and property distributions contemplated therein, by the limited partners of ICE GP LP, FRI GP LP and HE GP LP, and the shareholders of BR GP, ICE AB Inc., FRI Inc. and HE Inc., which will be substantially in the form attached to this Affidavit as **Exhibit "Q"**.
83. Once the Proposal is implemented, based on the second SME Valuation, the BR LP Units held by the BR Limited Partners and the former unsecured creditors and Interim Lenders will have value. Going forward, their future value will be dependent upon the ability of BR Capital to realize its business plan and increase its customer base and license revenues.

Correction of Style of Cause

84. I am advised by Tom Cumming, lawyer with Gowling WLG (Canada) LLP, and do verily believe that there was a clerical error in some Debtor names in the NOIs, which in turn as reflected in the style of cause for the Proposal Proceedings. In order to correct the style of

cause and avoid any confusion, an Order of this Honourable Court is requested making the following changes to Debtor names in the style of cause and in the records of the OSB:

- (g) BR Capital LP to BR Capital Limited Partnership;
- (h) ICE Health Systems LP to ICE Health Systems Limited Partnership;
- (i) ICE Health Systems GP LP to ICE Health Systems GP Limited Partnership;
- (j) Health Education LP to Health Education Limited Partnership;
- (k) Health Education GP LP to Health Education GP Limited Partnership;
- (l) Help __ Inc. to Help General Partner Inc.;
- (m) First Response International LP to First Response International Limited Partnership; and
- (n) First Response International GP LP to First Response International GP Limited Partnership.

Conclusion

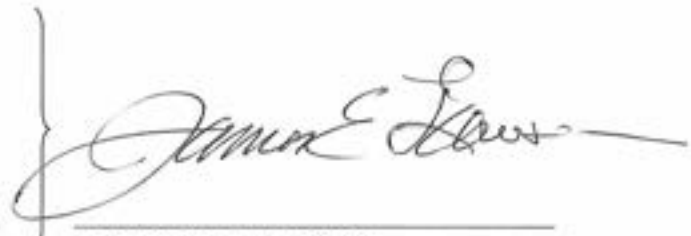
85. The Directors and management, having consulted extensively with the Proposal Trustee, legal counsel, BR Limited Partners and significant BR Noteholders, believe that the Proposal, including the Reorganization, Corporate Arrangements, the BR Partnership Amendments and the Executive Amending Agreements, is as fair and equitable to the stakeholders as is possible in the circumstances and provides BR Capital with a realistic opportunity to build its business for the benefit of all of its stakeholders.

Sworn before me at the City of Calgary, in
the Province of Alberta, on this 21st day of
February, 2023



A Commissioner of Oaths in
and for the Province of Alberta

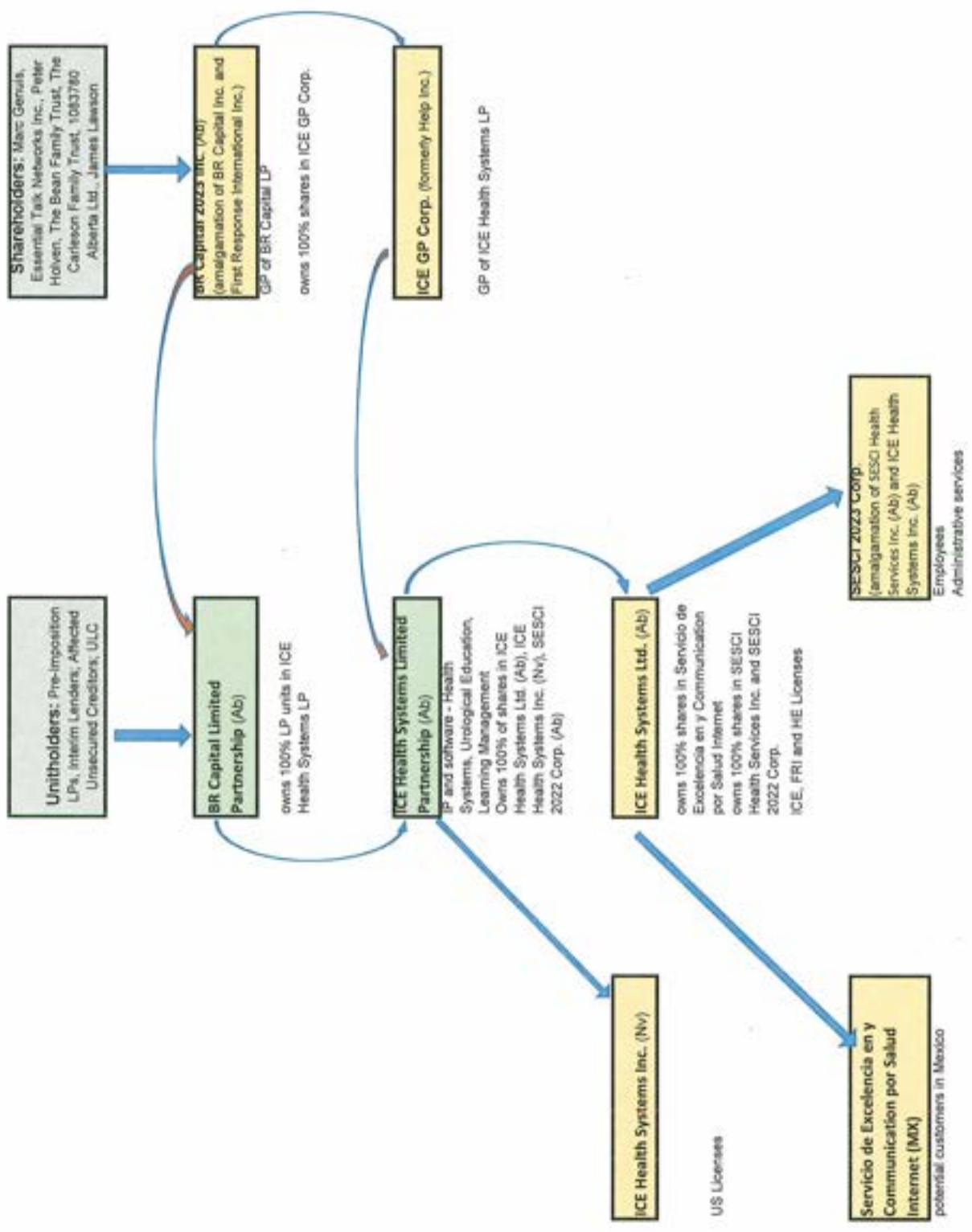
Natalie Gillespie
Student-at-Law



JAMES E. LAWSON

THIS IS EXHIBIT "A" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

M. S. Lopez



THIS IS EXHIBIT "B" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

James Lawson

**BR CAPITAL LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Made the 28th day of February, 2006

BETWEEN:

BR CAPITAL INC.
a corporation created pursuant to the law of Alberta

(the "General Partner"),

-and-

PETER HOVEN
an individual resident in the City of Calgary,

(the "Initial Limited Partner")

-and-

EACH PERSON WHOSE SUBSCRIPTION FOR UNITS IS ACCEPTED BY THE GENERAL PARTNER AND ANY OTHER PERSON CONTRIBUTING CAPITAL TO THE PARTNERSHIP AS A LIMITED PARTNER, THEIR SUCCESSORS AND PERMITTED ASSIGNS, AND, IN EACH CASE, WHO IS SHOWN AS A LIMITED PARTNER ON THE CERTIFICATE AND REGISTER OF LIMITED PARTNERS

(the "Limited Partners")

WHEREAS the General Partner and the Initial Limited Partner wish to establish a limited partnership (the "Partnership") for the purpose of raising capital as a non-redeemable mutual fund and facilitating equity investments determined to be suitable at the sole discretion of the General Partner, all on the terms and conditions set forth in this Agreement;

AND WHEREAS the General Partner on behalf of the Partnership has agreed to use its best efforts to raise capital by offering limited partnership units (the "Units") of the Partnership by way of a private placement and to admit qualified subscribers for such Units as Limited Partners;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, depreciation, any capital gain realized by the Partnership from the Investee Entities as a result of a disposition of capital assets and any General Partner Incentive Allocation paid or payable;

- (c) "Affiliate" means with respect to any corporation, any of:
- (i) a person who is an affiliate or associate (as those terms are defined in the *Business Corporations Act* (Alberta)) of the entity;
 - (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the Tax Act) with the corporation or any person referred to in clause (i) above;
- (d) "Agreement" means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) "Assignment" means the assignment of a Unit as provided for in section 6.9;
- (f) "Business Day" means a day, other than a Saturday or Sunday, on which Schedule I Canadian chartered banks are open for business in Calgary, Alberta;
- (g) "Capital Contribution" means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (h) "Certificate" means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act;
- (i) "Closing Date" means the date on which the General Partner determines in its sole discretion to close on one or more subscriptions for Units and all other closing conditions, if any, have been satisfied;
- (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 not less than all of the Limited Partners;
- (k) "Fiscal Year" means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from February 14th, 2006 to December 31, 2006;
- (l) "General Partner" means a general partner of the Partnership, the first general partner being BR Capital Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (m) "General Partner Incentive Allocation" means, in any particular Fiscal Year, means a distribution by the Partnership to the General Partner as a distribution of Adjusted Net Income earned by the Partnership as compensation for the

services provided by the General Partner pursuant to the terms of this Agreement, such amount being determined in accordance with Section 7.4, commencing upon the date which the General Partner began incurring expenses in relation to the investments made on behalf of the Limited Partnership, including, but not limited to, any arrears of the General Partner Incentive Allocation, which shall continue to be a payable of the Limited Partnership;

- (n) "Gross Revenue" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (o) "Initial Limited Partner" means Peter Hoven and his successors and permitted assigns;
- (p) "Initial Limited Partnership Unit" means an interest in the Partnership represented by the initial limited partnership unit;
- (q) "Investment Canada Act" means the *Investment Canada Act* (Canada) as the same may be amended or re-enacted from time to time;
- (r) "Investment Income" means interest from all sources and all other investment income of any nature or kind;
- (s) "Investee Entities" means, at any time, any person or entity in which the Partnership has invested, or committed to invest at that time, whether such investment or commitment is direct or indirect and whether such commitment is certain or contingent.
- (t) "Limited Partner" or "Partner" means the Initial Limited Partner, any person whose subscription for Units is accepted by the General Partner, their successors and permitted assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners and who is bound by this Agreement, and "Limited Partners" and "Partners" have corresponding meanings;
- (u) "Limited Partnership" or "Partnership" means the "BR Capital Limited Partnership", a limited partnership formed on March 15th, 2006, upon the registration of a Certificate under the laws of the Province of Alberta;
- (v) "Management Fee" means the General Partner Incentive Allocation;
- (w) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership determined in accordance with generally accepted accounting principals) by the total number of Units of the Partnership outstanding at such time;
- (x) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;

(y) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership, other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;

(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 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 not less than all Limited Partners .

(bb) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;

(cc) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, the amount of income or loss of the Partnership for such Fiscal Year, as determined by the General Partner in accordance with this Agreement and the Tax Act;

(dd) "Unit" means a Unit of Limited Partner's interest in the Partnership as provided in this Agreement and "Units" has a corresponding meaning; and

(ee) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money

of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding Business Day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Initial Limited Partner hereby acknowledge and confirm the formation of the Partnership as a limited partnership pursuant to the Act, that the Partnership has been formed as a limited partnership to carry on business under the firm name and style of "BR CAPITAL LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by an Ordinary Resolution of the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Partnership under applicable laws. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 Name of the Partnership

The Partnership shall carry on business under the name "BR CAPITAL LIMITED PARTNERSHIP".

2.3 Maintaining Status of the Partnership

The General Partner shall be the General Partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation and continuance of the Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of the information available to it in order to maintain the status of the Partnership as a limited partnership under

the Act. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 Fiscal Year

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2006 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 Business of the Partnership

The Partnership has been formed for the purpose of raising capital as a non-redeemable mutual fund and facilitating equity investments in Investee Entities determined to be suitable at the sole discretion of the General Partner. Except as described in this paragraph 2.5, the Partnership shall not carry on any other business. The Partnership may also engage in such other activities as the General Partner deems appropriate and in the best interests of the Limited Partners in furtherance of, in connection with or ancillary to the activities of the Partnership including, without limitation, providing investment and management expertise to Investee Entities.

2.6 Head Office and Mailing Addresses

The Partnership shall maintain its head office and mailing address at 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.

2.7 Term

The Partnership shall continue for a term of 50 years, until December 31, 2056, unless terminated earlier pursuant to the terms of this Agreement.

2.8 Status of General Partner

The General Partner represents, warrants, covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a corporation registered and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the Tax Act;

- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the Tax Act;
- (b) is not a "non-Canadian" within the meaning of the Investment Canada Act;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change his, her or its status as represented and warranted herein;

- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer his or its Units to any person, firm, corporation, partnership, unincorporated association or other entity which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

If the Limited Partners propose by Special Resolution to dissolve the Partnership or if the Partnership is subject to tax under Part XIII of the Tax Act as a result of one or more of the Limited Partners not being resident in Canada, the General Partner may require those Limited Partners who are then not resident in Canada for purposes of the Tax Act or who are non-Canadians for the purpose of the Investment Canada Act to transfer their Units to residents of Canada. If a non-resident Limited Partner fails to transfer his, her or its Units to a resident of Canada who qualifies to hold Units under the terms of this Agreement within 30 days of the giving of a notice to such non-resident Limited Partner to transfer such Units, the General Partner shall be entitled to sell such Units on behalf of such non-resident Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner, the price shall be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal shall be final and binding on the Partnership, the General Partner and the Limited Partner(s) so affected. The cost of such appraisal shall be borne by the Limited Partner(s) whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or

charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

(f) examine the state and progress of the business of the Partnership and comment as to its management;

(g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or

(h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner except in connection with redemption of the interest of the Initial Limited Partner pursuant to section 8.1.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner shall have authority to manage the business and affairs of the Partnership and to make all decisions or take such actions or to delegate decisions or actions regarding the activities of the Partnership as the General Partner deems necessary or advantageous to the Partnership. The General Partner shall have the exclusive authority to bind the Partnership and to admit Limited Partners. No person dealing with the Partnership shall be required to verify the power of the General Partner to take any measure or any decision in the name of the Partnership. Without limiting the foregoing, but always in pursuance of the activities of the Partnership, the General Partner shall be vested with the following powers that shall be exercised in accordance with the provisions of this Agreement and the *Partnership Act*:

(a) to execute and carry out all agreements on behalf of the Partnership involving matters or transactions in furtherance of, in connection with or ancillary to the activities of the Partnership;

(b) to open and manage in the name of the Partnership bank accounts and to name signing officers for these accounts, to borrow funds in the name of the Partnership and to spend the capital of the Partnership in the exercise of any right or power possessed by the General Partner;

(c) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate in furtherance of, in connection with or ancillary to the activities of the Partnership;

- (d) to conclude agreements with third parties pursuant to which services may be rendered to the Partnership or pursuant to which certain rights, powers and authority of the General Partner under this Agreement may be delegated to such third parties, including the Design, Development and Licence Agreement;
- (e) subject to Article 10, to decide in its sole and absolute discretion any time when property of the Partnership shall be distributed to the Partners and the amount of any such distribution;
- (f) to execute any and all other deeds, documents and instruments and to do all acts as may be necessary or desirable to carry out the intent and purpose of this Agreement;
- (g) to make new investments, additional investments and investments in Investee Entities;
 - (h) to take all actions reasonably necessary to deal with the investments of the Partnership including execution of documents in the name of and on behalf of the Partnership;
- (i) to acquire or dispose of, and to enter into agreements related to, options, rights of first refusal, and other commitments to acquire or dispose of any property of the Partnership and to exercise all rights, powers, privileges and other incidents of ownership on behalf of the Partnership with respect to the investments of the Partnership as the General Partner in its sole discretion sees fit, including to exercise voting rights, rights of conversion, exchange or subscription options, exercising warrants and other rights of (or incidental to) any investments of the Partnership, to enter into shareholders' agreements or other like agreements and to monitor and to enforce any agreement made with respect to any investments of the Partnership;
- (j) to enter into one or more subscription or purchase agreements on terms reasonable to the Partnership in respect of investments held by each of them respectively, directly or indirectly, in Investee Entities or Affiliates thereof;
- (k) to commence, defend, compromise and settle any action or proceeding in connection with the Partnership or the investments of the Partnership, except in respect of matters adverse in interest to the General Partner;
- (l) to obtain any insurance coverage;
- (m) to provide for and arrange for payment of all debts, expenses, liabilities and other obligations relating to the Partnership;
- (n) to act as custodian of the Partnership's investments; and
- (o) generally to perform all such other acts as it considers necessary or advantageous in connection with the business and affairs of the Partnership.

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the

Partnership.

3.3 Registration Exemption

The Limited Partners acknowledge that the General Partner is not registered as a dealer or as an advisor under applicable Canadian securities legislation and that the General Partner shall not be requested to provide any services that would require any such registration.

3.4 Borrowing

Without limiting the generality of the foregoing, the General Partner has the power and authority, for and on behalf of the Partnership, to:

- (a) in connection with any borrowings, draw, borrow money from time to time, without limit as to the amount, and to make, execute and issue promissory notes, evidences of indebtedness and other negotiable or non-negotiable evidences of borrowings of the Partnership and grant security in any form for the payment of such borrowings;
- (b) enter into loan agreements with one or more lenders containing such terms and conditions governing loans made or to be made to the Partnership which the General Partner considers appropriate, or to grant security in accordance with provisions of such agreements;
- (c) secure the payment of money borrowed for the Partnership or other indebtedness or liability of the Partnership and finance charges, negotiation fees, standby charges, and other liabilities incurred or to be incurred in connection with such borrowing by mortgage of, security interest in, or other charge on all or any property of the Partnership and to issue bonds, debentures, mortgages and other instruments to evidence the Partnership's obligations; and
- (d) advance or loan funds to the Partnership, or borrow, on behalf of the Partnership, funds from Affiliates, to the extent that funds may be necessary for the payment of Operating Costs or expenditures of a capital nature. The rate of interest and any other expenses relative to such advances or borrowing shall correspond to that which the General Partner or such Affiliate pays in relation to borrowings from its principal lenders, but shall never surpass that which the Partnership could obtain from recognized financial institutions with respect to similar borrowings.

3.5 Interim Investment

The General Partner may, but shall not be required, to invest the funds of the Partnership not immediately required for the conduct of the business of the Partnership.

3.6 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.8 Fees and Reimbursement for Costs and Expenses

In addition to the General Partner Incentive Allocation, the General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.9 Insurance

The General Partner, at the expense of the Partnership, shall at all times maintain or cause to be maintained public liability insurance and "all risks" physical loss or damage insurance against all assets of the Partnership, in an amount as is deemed by the General Partner to be prudent in the circumstances.

3.10 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Special Resolution; provided, however, that the consent of the General Partner is required in respect of proposed amendments materially affecting its rights, including, without limitation, where it is proposed to amend this Agreement to vary the interest of the General Partner including, without limitation, any expenses, fees, allocations or distributions to which the General Partner is entitled pursuant to this Agreement, or to vary the term of the Partnership.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.11 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates, the execution of any elections under the Tax Act and under any analogous provincial legislation and the distribution of the assets of the Partnership;
 - (iv) any instrument relating to the admission of additional or substituted Limited Partners;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the Tax Act or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
- (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators,

successors and permitted assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.12 Income Tax Claims and Deductions

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.13 Transactions Involving Affiliates

The validity of a transaction, agreement or payment involving the Partnership and an Affiliate of the General Partner is not affected by reason of the relationship between the General Partner and the Affiliate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partners, all of whom may be officers or directors of or otherwise interested in or related to the Affiliate. The General Partner and its Affiliates and any directors or officers of such person, if any, who hold Units shall be entitled to vote on any Special Resolution or Extraordinary Resolution in respect of a matter that, if approved, entitles the Partnership to enter into transactions providing for the delivery of services by the General Partner or its Affiliates or the purchase by the Partnership of property or assets from the General Partner or its Affiliates, except for transactions completed on a non-arm's length basis, for which the value of the services or goods exceeds \$1,000,000.00 in value in any one fiscal year, or the property or assets dealt with are not valued at fair market value which shall require an Extraordinary Resolution.

3.14 Safekeeping of Assets

The General Partner is responsible for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another person to employ the funds or assets except for the exclusive benefit of the Partnership and in trust therefore, all in accordance with this Agreement.

3.15 Indemnity of General Partner

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.16 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.17 Employment of an Affiliate

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.18 Payments

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.19 Liability of the General Partner

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 Resignation of General Partner

The General Partner shall not sell, assign or otherwise dispose of its interest (other than to an Affiliate as hereinafter provided), cease to act or withdraw as the General Partner of the Partnership without the consent of the Limited Partners expressed by Special Resolution. On or after January 1, 2009, the General Partner may resign as General Partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners and such resignation shall become effective upon the earlier of the appointment of a new General Partner by the Limited Partners expressed by a Special Resolution and the last day of the calendar quarter in which such 180-day period ends. The General Partner shall not be permitted to withdraw its resignation once the written notice has been communicated to the Limited Partners except by Ordinary Resolution of the Limited Partners. At the time of giving notice of resignation, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.2 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as general partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or

by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner provided that the trustee, receiver or receiver and manager perform its functions for a period of 30 days, or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 Effective Date of Deemed Resignation of General Partner

In the event of the deemed resignation of the General Partner as the general partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.4 Removal of General Partner by Limited Partners

Subject to paragraph 4.7, in the event the General Partner commits fraud, wilful misconduct, or negligence relating to its capacity as general partner of the Partnership or wilful breach of the terms of this Agreement or breach of fiduciary duty that it is in default of any obligation or duty hereunder, the General Partner shall give written notice thereof to the Limited Partners within 10 days of becoming aware of such default. If such default is not rectified within 30 days after the giving of notice thereof by the General Partner, the General Partner may be removed as the general partner of the Partnership by a Special Resolution of the Limited Partners, which Special Resolution shall also appoint a new General Partner. The appointment of the new General Partner and the removal of the General Partner shall be effective upon the date specified in such Special Resolution. Upon the removal of the General Partner pursuant to this section 4.4, the General Partner, in its capacity as the General Partner, shall not be entitled to any interest or distribution related to the Partnership other than a distribution which has been declared but not distributed and other than to its share (being the proportion that the number of days in the Fiscal Year that the General Partner served as general partner of the Partnership is of the total number of days in the Fiscal Year), if any, of the General Partner Incentive Allocation for the particular Fiscal Year; provided that the conditions precedent to the payment to the General Partner of the General Partner Incentive Allocation as set out in section 7.4 hereof have been met. Under no circumstances will the General Partner, if removed, be entitled to any compensation for loss of any future entitlement or for the value of its interests in the Partnership (exclusive of its interest as a Limited Partner, if any). The Limited Partners shall not otherwise be entitled to remove or replace the General Partner, except in accordance with this paragraph.

4.5 Assignment by General Partner

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.6 Transfer of Management to New General Partner

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.7 Release of General Partner

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals and or shareholders of the General Partner have been released by the Partnership's lenders.

4.8 Powers, Duties and Obligations of New General Partner

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership. The General Partner will not be liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred upon it by this Agreement (other than an act or omission which is in contravention of this Agreement or which results from or arises out of negligence or wilful misconduct in the performance of, or wilful disregard of, the obligations or duties of the General Partner under this Agreement) or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the capital

contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its *pro rata* share of any undistributed income of the Partnership as hereinafter provided. Except as provided in section 5.3, a Limited Partner will have no further personal liability and, following the full payment of its subscription price, a Limited Partner will not be liable for any further calls or assessments or further contributions to the Partnership. However, if as a result of a distribution to the Partners, the capital of the Partnership is reduced and the Partnership becomes unable to discharge its debts in the normal course, each Partner having received any such distribution, agrees to return same to the Partnership to the extent necessary to restore the capital of the Partnership to its existing amount immediately before such distribution.

The Limited Partners acknowledge the possibility that, among other reasons, they may lose their limited liability:

- (a) to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province but operating, owning property or incurring obligations in another province; or
- (b) by taking part in the control or management of the business; or
- (c) as a result of false or misleading statements in the record, if they become aware of such false or misleading statements and fail within a reasonable time to take steps to cause the record to be corrected, in which case they may be liable to third parties.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented by one Initial Limited Partnership Unit and an unlimited number of Units. Each Unit represents an undivided interest in the Partnership. No fractional Units shall be issued or shall be permitted to be issued, transferred or assigned.

6.2 Nature of Units

With the exception of the Initial Limited Partner, a Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of cash as determined by the General Partner in accordance with this Agreement; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 Subscription Forms

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as the General Partner may request.

6.4 Subscription for Units

No Subscription may be made or shall be accepted for a fraction of a Unit. The General Partner shall have the right, in its discretion, to refuse to accept any subscription for Units. If, for any reason, a subscription for Units is not accepted or such subscription is accepted but the subscriber is not entered as a Limited Partner, the General Partner shall cause the Partnership to refund, without interest, to the subscriber the subscription price for such Units paid by such subscriber. Upon the acceptance of such subscription by the General Partner, the General Partner will amend any required filings (including the Certificate) and show the name of the subscriber as a Limited Partner and the number of Units held by such subscriber as a Limited Partner and make such filings and recordings as are required by law, and such subscriber shall thereupon become a Limited Partner. Except for accredited investors as that term is defined in the *Securities Act* (Alberta) and any regulations, policies or instruments adopted thereto, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 Unit Certificates

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the register as a Limited Partner and on the Certificate and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber. Every Unit Certificate shall be signed manually by an authorized signatory of the General Partner. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid

post addressed to such Limited Partner at the address shown in the register (or in the case of a Unit recorded in the name of one or more persons, to any one of such persons), and neither the Partnership nor the General Partner shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

6.6 Receipt by Limited Partner

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's Capital Contribution and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons as are authorized by either this Agreement or by law to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and
 - (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the register, the times when the register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the register shall be provided to any Limited Partner as soon as is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned and transferred by a Limited Partner or his agent duly authorized

in writing until the following conditions are satisfied:

- (a) the transferor has delivered to the General Partner the Unit Certificate representing such Unit and an executed transfer of the Unit in a form as is acceptable to the General Partner and executed in a form acceptable to the General Partner and the General Partner has consented to the proposed transfer;
- (b) the transferee has agreed in writing to be bound by the terms of this Agreement, to give the power of attorney set out in Section 3.11 hereof, to make the representations set out in section 2.10 hereof and to assume the obligations of the Limited Partner under this Agreement in respect of the Unit being transferred to him;
- (c) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Partnership by reason of the transfer; and
- (d) such other requirements as may be required by law or may reasonably be required by the General Partner;

provided that a transferee of a Unit will not become a Limited Partner in respect of that Unit until all filings and recordings required by law validly to effect a transfer have been duly made as referred to hereunder.

When a transferee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit such person to the Partnership as a Limited Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Partnership as a Limited Partner, without any further act of the Limited Partners. The General Partner will:

- (a) record such assignment and transfer at the registered office of the Partnership;
- (b) amend the Certificate showing the name of the transferee as a substituted Limited Partner;
- (c) make such filings and cause to be made such recordings as are required by law;
- (d) forward to the transferor a notice of the transfer; and
- (e) forward to the transferee, or in accordance with any order or direction of the transferee, a Unit Certificate representing receipt of the Unit transferred.

6.10 No Assignment of Fractions

No assignment of a fraction of a Unit may be made or will be recognized or entered in the Register.

6.11 Parties Not Bound to See to Trust or Equity

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein

except for the person or persons recorded as such Limited Partner.

6.12 Pledge of a Unit

A Limited Partner shall not pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.13 Liability on Transfer

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.14 Successors in Interest of Partners

Except as described herein, the Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.15 Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement;
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement; and
- (d) in the absence of compliance:
 - i) such entitlement will not be recognized;
 - ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
 - iii) no amendment to the record will be made; and
 - iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

6.16 Lost Unit Certificates

Where a Limited Partner claims that the Unit Certificate representing a Unit recorded in his name has been defaced, lost, apparently destroyed or wrongly taken the General Partner shall cause a new Unit Certificate to be issued, provided that the Limited Partner files with the General Partner an affidavit of loss and such indemnification as is satisfactory to the General Partner in the form and in an amount satisfactory to the General Partner to protect the Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate and provided further that the Limited Partner satisfies all other reasonable requirements imposed by the Transfer Agent, including delivery of a form of proof of loss.

ARTICLE VII CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

7.1 Capital Contribution

The initial capital of the Partnership shall be the aggregate amount of the capital contributed by the General Partner and the initial Limited Partner. The initial Capital Contribution of the General Partner is \$1.00. The initial Capital Contribution of the Initial Limited Partner is \$10.00.

7.2 Private Placement of Units

- (a) The General Partner will use its best efforts to raise capital for investment in Investee Entities by offering to individuals, who are "accredited investors" as that term is defined in National Instrument 45-106 up to ONE HUNDRED (100) Units by way of private placement on terms to be established at the discretion of the General Partner.
- (b) The subscription price for each Unit subscribed for shall be payable in full by cash, property or services provided to the Partnership.
- (c) Proceeds derived from subscriptions for Units pursuant to offerings shall be applied by the Partnership at the sole discretion of the General Partner pursuant to the terms contained herein.

Notwithstanding the foregoing, but subject to paragraph 7.3, nothing contained herein shall limit the General Partner's discretion to issue Units in numbers and at subscription prices as it deems necessary.

7.3 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners. However, the General Partner shall always be entitled to issue additional Units providing that, where the General Partner determines that it is necessary to raise additional capital at a subscription price that is less than the subscription price for Units in the Partnership's most recent offering, then the General Partner shall first offer the offering of additional Units to the existing Limited Partners on a *pro rata* basis based upon the then current issued and outstanding Units of the Partnership, and only after such offer has been extended and some portion of the offering remains unsubscribed, shall the General Partner offer Units to the public.

7.4 Allocation of Taxable Income and Tax Loss

- (a) The Adjusted Net Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) ZERO POINT ONE (0.1%) PERCENT; and
 - (ii) the balance of the Adjusted Net Income for that Fiscal Year shall be allocated to the Limited Partners in amounts equal to NINETY NINE POINT NINE (99.9%) PERCENT, such amount to be distributed in accordance with the Limited Partners' Capital Contribution, on a *pro rata* basis.
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis.
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.4 to the Limited Partners shall be allocated to the Limited Partners of record on the last day of the Fiscal Year; and
- (d) where there is more than one General Partner in a Fiscal Year, the Adjusted Net Income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.4 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.5 Allocation and Distribution of Capital Receipts

- (a) Any cash or other property received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness, any taxes, expenses or adjustments required in relation to the transaction) directly or indirectly from:
 - 1. a disposition of an Investee Entity; or
 - 2. a disposition by an Investee Entity to which the Partnership is entitled as a result of its investment in an Investee Entity,in that Fiscal Year or any preceding Fiscal Year of the Partnership ("Capital Distribution") shall be distributed as follows:
 - (i) the amount, if any required to pay the arrears of any costs and expenses owing to the General Partner pursuant to s. 3.8; and thereafter
 - (ii) the amount, if any, required to repay the principal amount and interest on loans from the General Partner; and thereafter
 - (iii) the amount, if any, required for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership; and thereafter

(iv) the remaining Capital Distribution shall be allocated:

(a) POINT ONE (0.1%) PERCENT to the General Partner; and

(b) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with the Limited Partners Capital Contributions, on a *pro rata* basis.

7.7 Commingling of Funds

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.8 Separate Capital Accounts

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.9 Separate Current Account

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than capital) are credited and Net Loss and all distributions to Partners (other than distributions of capital included in the distribution of capital receipts or otherwise) are charged.

7.10 No Interest Payable

No Limited Partner shall be entitled to receive interest on the amount of his Capital Contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of capital or on any negative balance in his current account.

7.11 Repayment of Excess Distribution

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.12 Limitations Prescribed by Statute

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.13 Return of Capital

Subject to section 8.1 hereof with respect to the Initial Limited Partner, a Limited Partner is entitled to demand a withdrawal or receive a return of its capital contribution only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

ARTICLE VIII

REDEMPTION OF PARTNERSHIP UNITS

8.1 Redemption of Initial Limited Partnership Unit

Forthwith following the initial Closing Date, the Initial Limited Partnership Unit shall be redeemed upon payment by the Partnership to the Initial Limited Partner of \$10.00 therefore.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 Books and Records

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 Annual Financial Information

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of review-level financial statements. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by March 31 of the following year to assist such Limited Partner in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 Other Information

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate. Without limiting the generality of the foregoing, the annual financial statements referred to in paragraph 9.2 above will be accompanied by a report describing each of the Investee Entities and their relevant and available financial information.

ARTICLE X MEETINGS

10.1 Meetings

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting, failing which the requisitioning Limited Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement signed by such person as the requisitioning Limited Partners specify. Every meeting, however convened,

will be conducted in accordance with this Agreement.

10.2 Place of Meeting

Every meeting will be held 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.

10.3 Notice of Meeting

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

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Record Date

For the purpose of determining the Limited Partners who are entitled to vote at any meeting of Limited Partners or any adjournment thereof, the General Partner may from time to time cause the transfer books to be closed for such period, not exceeding 60 days, as the General Partner may determine; or, without causing the transfer books to be closed, the General Partner may, after 60 days from the Closing Date, fix a date not more than 60 days prior to the date of any meeting of Limited Partners as a record date for the determination of Limited Partners entitled to vote at such meeting or any adjournment thereof and, except as described below, any Limited Partner who was a Limited Partner at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though he or it has since that date disposed of his or its Units, and no Limited Partner becoming such after that date shall be a Limited Partner of record for purposes of such meeting.

Notwithstanding the foregoing, in the event that the transferee delivers written notice acceptable to the General Partner not less than 48 hours prior to such meeting, such notice confirming the legal transfer of title to the Unit(s) the transferee shall be entitled to vote such Units at the meeting, to the exclusion of the transferor.

10.5 Accidental Omissions

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner will not invalidate the proceedings at the meeting.

10.6 Information Circular

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 21 days before any such meeting, the General Partner will 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.

10.7 Proxies

Any Limited Partner entitled to vote at a meeting may vote by proxy if a valid proxy has been received by the General Partner or the chairman of the meeting for verification prior to the meeting.

10.8 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the person challenging will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final.

10.9 Form of Proxy

Every proxy will be substantially in the form which follows, such other form as may be approved by the General Partner, or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, in the Province of _____, being a Limited Partner of BR Capital Limited Partnership, hereby appoint _____ of _____, in the Province of _____, as my proxy, with full power of substitution to vote for me and on my behalf at the meeting of Limited Partners to be held on the ____ day of _____, 20____, and every adjournment thereof and every poll that may take place in consequence thereof. As witness my hand this ____ day of _____, 20____."

10.10 Notice of Revocation of Proxy

A vote cast in accordance with the terms of a proxy shall be valid notwithstanding the previous death or mental incapacity of the Limited Partner or revocation of the proxy or transfer of the Unit in respect of which the proxy was given, provided that no notice in writing of such death, mental incapacity, revocation or transfer shall have been received by the General Partner prior to the commencement of the meeting in respect of which such proxy has been given.

10.11 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.12 Attendance of Others

Representatives of the General Partner and of the accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.13 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by

Ordinary Resolution.

10.14 *Additional Rules and Procedures*

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.15 *Minutes*

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.16 *Quorum*

Subject to subsection (b) of this section 10.16, 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 such meeting, a quorum for the meeting is not present, the meeting:

- (a) if called by or on the requisition of the Limited Partners, will be terminated; and
- (b) if called by the General Partner, 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.

10.17 *Voting*

Each Limited Partner shall be entitled to one (1) vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Subject to section 3.13, any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly

or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.18 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.19 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and permitted assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.20 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) consenting to a sale of all or substantially all of the Partnership's assets, consenting to a sale of all or substantially all of an Investee Entities' assets where the Partnership's consent is required or consenting to a sale of all or substantially all of the Partnership's interest in an Investee Entity;
- (b) consenting to the resignation of the General Partner prior to January 1, 2009 and appointing a replacement therefore;
- (c) subject to paragraph 4.4, removing the General Partner and appointing a replacement therefore;
- (d) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (e) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (f) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (g) changing the Fiscal Year;
- (h) dissolving or terminating the Partnership;
- (i) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (j) subject to section 3.10 hereof, consenting to any amendment to this Agreement except an amendment to section 10.21.

10.21 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to this section 10.21; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.22 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

ARTICLE XI DISSOLUTION AND LIQUIDATION

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's assets and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2055.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay any costs involved in the sale of all of the Partnership's interests in the Investee Entities and the distribution of the assets of the Partnership;
- (b) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (c) to pay all expenses incurred in the winding-up of the Partnership;
- (d) to pay all of the liabilities of the Partnership in the manner required by law;
- (e) to establish such reserves as the General Partner considers necessary for contingent liabilities; and
- (f) to distribute capital receipts in accordance with section 7.5 hereof.

11.3 Events Not Causing Dissolution

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 Competing Interests

The officers, directors and shareholders of the General Partner are engaged and continue to be engaged in the developing, commercializing, marketing and selling of various consulting systems for application in other non-physician related fields.

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of a similar nature as that of the Partnership to the extent such business does not compete directly with the Partnership, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise except in contravention of this paragraph.

12.2 Notices

(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 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 telecopy) addressed to:

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

Fax number (403) 537-9695,

Attention: Mark Genuis

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile). Any notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

BR CAPITAL INC.

Per: Mark Genuis, President, C.S.

Per: Warren Bean, Director C.S.

Peter Hoven, Initial Limited Partner Witness

SCHEDULE "A"

LIMITED PARTNERSHIP SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

TO: BR CAPITAL LIMITED PARTNERSHIP
c/o BR CAPITAL INC. (the "General Partner")
120, 1289 Highfield Crescent, SE
Calgary, Alberta, T2G 5M2

RE: BR CAPITAL LIMITED PARTNERSHIP (the "Limited Partnership")
Subscription for Units of the Limited Partnership

1. Subscription for Limited Partnership Units

- (1) The undersigned (the "Subscriber") irrevocably subscribes for and agrees to purchase _____ partnership units (the "Units") of BR CAPITAL LIMITED PARTNERSHIP (the "Limited Partnership"). The Subscriber hereby subscribes for and encloses herewith an aggregate consideration of \$_____ representing a subscription price of TEN THOUSAND (\$10,000.00) DOLLARS per Unit. The Subscriber acknowledges that he has received a copy of the limited partnership agreement (the "Limited Partnership Agreement") dated February 28th, 2006. This subscription is NOT subject to the Limited Partnership receiving a minimum number of subscriptions.
- (2) The Subscriber acknowledges that this subscription is subject to acceptance in whole or in part by the General Partner and to compliance with all applicable securities laws. The Subscriber further acknowledges that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units.
- (3) By executing this Subscription Agreement, the Subscriber represents and warrants to and covenants with the General Partner (and acknowledges that the General Partner and its counsel are relying thereon) that:
 - (A) The Subscriber has not received, nor has it requested, nor does it have any need to receive any offering memorandum or any other document describing the business and affairs of the Limited Partnership in order to assist the Subscriber in making an investment decision in respect of the Units and the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation, radio or television with respect to the Units;
 - (B) The Subscriber knows that the Units are being purchased pursuant to an exemption from prospectus and registration requirements under National Instrument 45-106 ("NI 45-106") and the Subscriber is aware that such exemption is based upon the Subscriber purchasing the security as principal and the Subscriber being an "Accredited investor" as that term is defined in NI 45-106 by virtue of one of the criteria listed and circled by the Subscriber in Schedule "A" to this subscription Agreement;

THE SUBSCRIBER MUST INITIAL THE APPLICABLE CRITERIA IN SCHEDULE "A".

(C) The Subscriber is aware that the Units are not listed on any exchange and are subject to an indefinite hold period, including restrictions on resale until such time as:

- (i) the appropriate "hold or seasoning period" has been satisfied and the Subscriber complies with other requirements of applicable securities legislation;
- (ii) a further statutory exemption is relied upon by the Subscriber; or
- (iii) an appropriate discretionary order is obtained pursuant to applicable securities legislation;

(D) This Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;

(E) The Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of this investment and the Subscriber is able to bear the economic risk of loss of all of this investment;

(F) That upon acceptance of this Subscription Agreement by the General Partner and the filing of a certificate with corporate registries confirming such addition to the Limited Partnership and subject only to the issuance of securities certificates representing the Units, the subscription proceeds included herewith shall be unconditionally accessible and utilized by the Limited Partnership;

(G) The Subscriber acknowledges that the Subscriber has been advised to consult with the Subscriber's legal, tax and investment advisors with respect to this subscription and with respect to the extent of the applicable hold periods in relation to the Units and the possibility of using a further statutory exemption or the obtaining of a discretionary order to relieve the restrictions on resale. The Subscriber further acknowledges that no representation has been made to the Subscriber by or on behalf of the Limited Partnership with respect thereto and the Subscriber is aware of the characteristics of the Units, including all any applicable tax consequences and the risks relating to an investment therein;

(H) If an individual, the Subscriber has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto. If a corporation or a syndicate, partnership or other form of unincorporated organization, the Subscriber has all necessary power, authority and capacity to make the Subscription and to take all actions required pursuant thereto;

(I) If required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the General Partner in filing such reports, undertakings and other documents with respect to the issuance of the Units;

(J) The Subscriber is a resident of Alberta, British Columbia, Ontario or Quebec and the Subscriber is purchasing as principal;

(K) The Subscriber is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada);

(L) The Subscriber's decision to purchase the Units has not been based upon any verbal or written representations as to fact or otherwise made by or on behalf of the Limited Partnership and that the Subscriber's decision to purchase the Units is based entirely upon publicly available information concerning the Limited Partnership and the General Partner; and

(M) The Subscriber acknowledges that he will not become a Limited Partner until the General Partner accepts the Subscriber's subscription agreement and the limited partnership certificate is amended as required by law to add the Subscriber as a Limited Partner. Upon becoming a Limited Partner, the General Partner will issue to the Subscriber a Unit certificate evidencing the Subscriber's ownership of Unit(s) in the Limited Partnership.

- (4) The Subscriber agrees that the above representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon by the General Partner in determining the Subscriber's suitability as a purchaser of Units and will be true and correct at the closing of the sale of the Units and will survive the closing of the sale of the Units.

2. Power of Attorney

In consideration of the General Partner accepting this Subscription Agreement and conditional thereon, the Subscriber hereby irrevocably nominates, constitutes and appoints the General Partner, any successor to the General Partner under the terms of the Limited Partnership Agreement, with full power of substitution, as his true and lawful attorney and agent, with full power of and authority in his name, place and stead and for his use and benefit to do the following, namely:

- (1) execute, seal to acknowledge, deliver and file as and where required any and all of the following:
- i) the Limited Partnership Agreement and any amendments thereto and all Certificates and other instruments necessary to form, qualify or continue and keep in good standing the Limited Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Limited Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the limited partners and to comply with the applicable laws of such jurisdiction;
 - ii) all Certificates, or amendments thereto, certificates or other instruments necessary to reflect any amendment, change or modification to the Limited Partnership Agreement, subject to the terms and restrictions of the Limited Partnership Agreement;
 - iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Limited Partnership, including cancellation of any declarations or certificates and the execution of any elections under the *Income Tax Act* (Canada) and under any analogous provincial legislation;
 - iv) any instruments relating to the admission of additional or substituted Limited Partners;

v) any instrument required in connection generally with any election that is to be made, or information return provided, under the *Income Tax Act* (Canada) or any analogous fiscal legislation related to the Limited Partnership or its assets or business; and

vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge or other security interest in, such Units;

- (2) execute and file with any governmental body or instrumentality of the Government of Canada, a province territory or municipality any necessary documents necessary in connection with the business, property, assets and undertaking of the Limited Partnership;
- (3) execute and deliver all such other documents or instruments on behalf of and in the name of the Limited Partnership and for the limited partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Subscriber and will survive the assignment (to the extent of the undersigned's obligations hereunder) by the Subscriber of the whole or any part of the interest of the undersigned in the Partnership, and extends to the heirs, executors, administrators, successors and permitted assigns of the Subscriber and may be exercised by the General Partner executing on behalf of the Subscriber any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representations and actions made or in accordance with the terms hereof 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 such power of attorney.

3. Representations and Warranties of the Corporation

Subject to the terms hereof, the General Partner represents and warrants to the Subscriber that:

- (1) the General Partner has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Units; and
- (2) this Subscription Agreement constitutes a binding obligation of the Limited Partnership enforceable in accordance with its terms.

4. Deliveries

The Subscriber agrees to irrevocably deliver to the General Partner:

- (1) this duly completed and executed Subscription Agreement; and
- (2) a certified cheque or bank draft payable to "BR Capital Limited Partnership", for the aggregate subscription price of the Units subscribed for under this Subscription Agreement or payment of the same in such other manner as is acceptable to the Corporation.

5. Miscellaneous

- (1) The contract arising out of the acceptance of this Subscription Agreement by the General Partner shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta.
- (2) The acceptance of this subscription shall be effective upon the filing by the General Partner of a notice to amend the certificate of Limited Partnership including the Subscriber as a limited partner of the Limited Partnership.
- (3) The General Partner shall be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by General Partner of a facsimile copy of this Subscription Agreement shall create a legal, valid and binding agreement between the Subscriber and General Partner in accordance with the terms hereof.

THE GENERAL PARTNER MAY REJECT SUBSCRIPTIONS WHICH ARE NOT PROPERLY COMPLETED INCLUDING, IN PARTICULAR, FAILURE TO PROVIDE THE SUBSCRIBER'S SOCIAL INSURANCE OR CORPORATE ACCOUNT NUMBER, AS THE CASE MAY BE. FAILURE TO INCLUDE SUCH INFORMATION MAY JEOPARDIZE THE SUBSCRIBER'S TAX DEDUCTIONS.

THE IDENTIFICATION NUMBER ISSUED FOR THIS TAX SHELTER SHALL BE INCLUDED IN ANY INCOME TAX RETURN FILED BY THE INVESTOR. ISSUANCE OF THE IDENTIFICATION NUMBER IS FOR ADMINISTRATIVE PURPOSES ONLY AND DOES NOT IN ANY WAY CONFIRM THE ENTITLEMENT OF AN INVESTOR TO CLAIM ANY TAX BENEFITS ASSOCIATED WITH THE TAX SHELTER.

DATED at _____, this ____ day of _____, 2010.

Name of Subscriber (Please print)

Address of Subscriber

Code

City/Town, Province and Postal Code

By: Authorized Signature

Telephone Number

Official Capacity or Title (Please print)

Facsimile Number

Social Insurance No./Corp. Account No.

E-Mail Address

Registration Instructions

Delivery Instructions

Name

Account Reference, if applicable

Account Reference, if applicable

Contact Name

Address

Address

City/Town, Province

City/Town, Province

Postal Code

Postal Code

Telephone Number

Facsimile Number

ACCEPTANCE

BR CAPITAL INC., the General Partner of BR CAPITAL LIMITED PARTNERSHIP accepts the above subscription as of this day of , 2010 and represents and warrants to the Subscriber that the representations and warranties made by General Partner herein are true and correct as of this date and that the Subscriber is entitled to rely thereon.

BR CAPITAL LIMITED PARTNERSHIP by its General Partner BR GP INC.

Per: Mark Genuis, President, BR CAPITAL INC.

SCHEDULE "A"

NATIONAL INSTRUMENT 45-106 **PROSPECTUS AND REGISTRATION EXEMPTIONS**

The Subscriber in the Subscription Agreement to which this Schedule is attached hereby represents and warrants to **BR CAPITAL INC.**, as General Partner of the **BR CAPITAL LIMITED PARTNERSHIP**, its officers and directors and the **BR CAPITAL LIMITED PARTNERSHIP** that the Subscriber is an Accredited Investor as that term is defined in National Instrument 45-106 and is by virtue of meeting one or more of the following criteria:

(SUBSCRIBER MUST CIRCLE ONE OR MORE OF THE FOLLOWING):

a Canadian financial institution, or a Schedule III bank;

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

a subsidiary of any person referred to in paragraph (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;

a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person or company referred to in paragraph (d);

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;

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;

any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;

an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;

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

a person or company, other than a mutual fund or non-redeemable investment fund, that, either alone or with a spouse, has net assets of at least \$5,000,000;

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;

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 distribution;
- (ii) A person that acquires or acquired securities in the circumstances referred to in sections 2.10 and 2.19; or
- (iii) A person described in paragraph (i) and (ii) that acquires or acquired securities under Section 2.18;

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;

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, trading as a trustee or agent on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

a person acting on behalf of a fully managed account managed by that person, if that person:

- (i) is registered or authorized to carry on business as an adviser of the equivalent under the securities legislation of a jurisdiction of Canada or foreign jurisdiction; and
- (ii) in Ontario, is purchasing a security that is not a security of an investment fund;

a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or other adviser registered to provide advice on the securities being traded;

an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (e) and paragraph (j) in form and function;

a person in respect of which all of the owners of interest, direct or indirect, legal or beneficial, except the voting securities required by law to be owned by directors, are person or companies that are accredited investors;

An investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or

a person that is recognized or designated by the securities regulatory authority or except in Ontario and Quebec, the regulator as:

- (i) an accredited investor, or
- (ii) an exempt purchaser in Alberta or British Columbia after this instrument comes into force.

THIS IS EXHIBIT "C" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023



**NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Amended as of the 19th day of July, 2005

BETWEEN:

NEXT GENERATION DENTISTRY GP LIMITED PARTNERSHIP
a limited partnership subsisting under the laws of Alberta

(the "General Partner"),

-and-

PETER HOVEN
an individual resident in the City of Calgary,

(the "Initial Limited Partner")

-and-

EACH PERSON WHOSE SUBSCRIPTION FOR UNITS IS ACCEPTED BY THE GENERAL PARTNER AND ANY OTHER PERSON CONTRIBUTING CAPITAL TO THE PARTNERSHIP AS A LIMITED PARTNER, THEIR SUCCESSORS AND PERMITTED ASSIGNS, AND, IN EACH CASE, WHO IS SHOWN AS A LIMITED PARTNER ON THE CERTIFICATE AND REGISTER OF LIMITED PARTNERS

(the "Limited Partners")

WHEREAS the General Partner and the Initial Limited Partner wish to establish a limited partnership (the "Partnership") for the purpose of developing, commercializing, marketing and selling a dental practice management and patient consulting system (the "Project"), all on the terms and conditions set forth in this Agreement;

AND WHEREAS the General Partner on behalf of the Partnership has agreed to use its best efforts to raise capital by offering limited partnership units (the "Units") of the Partnership by way of a private placement and to admit qualified subscribers for such Units as Limited Partners;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, depreciation, any gain realized by the Partnership from the Project as a result of a disposition of capital assets and any General Partner Incentive Allocation paid or payable;
- (c) "Affiliate" means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;

- (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
- (iii) a person who does not deal at arm's length (within the meaning of the *Tax Act*) with the corporation or any person referred to in clause (i) above;
- (d) "Agreement" means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) "Assignment" means the assignment of a Unit as provided for in section 6.9;
- (f) "Business Day" means a day, other than a Saturday or Sunday, on which Schedule I Canadian chartered banks are open for business in Calgary, Alberta;
- (g) "Capital Contribution" means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (h) "Cash Available for Distribution" means, for a particular period, the amount, if any, by which:
 - (i) the sum of:
 - (A) Gross Revenue;
 exceeds the sum of:
 - (A) Operating Costs;
 - (B) the General Partner Incentive Allocation; and
 - (C) any amount deemed by the General Partner to be necessary as a reserve for Operating Costs, debt reduction or capital expenditures;
- (i) "Certificate" means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act;
- (j) "Closing Date" means the date on which the General Partner determines in its sole discretion to close on one or more subscriptions for Units and all other closing conditions, if any, have been satisfied;
- (k) "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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (l) "Fiscal Year" means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from August 27, 2004 to December 31, 2004;
- (m) "General Partner" means a General Partner of the Partnership, the first General Partner being Next Generation Dentistry GP Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;

- (n) "General Partner Incentive Allocation" means, in any particular Fiscal Year, means a distribution by the Partnership to the General Partner as a distribution of Adjusted Net Income earned by the Partnership as compensation for the services provided by the General Partner pursuant to the terms of this Agreement, such amount being determined in accordance with Section 7.4, commencing upon the date which the General Partner began incurring expenses in relation to the Project on behalf of the Limited Partnership, including, but not limited to, any arrears of the General Partner Incentive Allocation which shall continue to be a payable of the Limited Partnership;
- (o) "Gross Revenue" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (p) "Initial Limited Partner" means Peter Hoven and his successors and permitted assigns;
- (q) "Initial Limited Partnership Unit" means an interest in the Partnership represented by the initial limited partnership unit;
- (r) "Investment Canada Act" means the *Investment Canada Act* (Canada) as the same may be amended or re-enacted from time to time;
- (s) "Investment Income" means interest from all sources and all other investment income of any nature or kind;
- (t) "Limited Partner" or "Partner" means the Initial Limited Partner, any person whose subscription for Units is accepted by the General Partner, their successors and permitted assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners and who is bound by this Agreement, and "Limited Partners" and "Partners" have corresponding meanings;
- (u) "Limited Partnership" or "Partnership" means the "Next Generation Dentistry Limited Partnership", a limited partnership formed on August 27, 2004, upon the registration of a Certificate under the laws of the Province of Alberta;
- (v) "Management Fee" means the General Partner Incentive Allocation;
- (w) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership determined in accordance with generally accepted accounting principals) by the total number of Units of the Partnership outstanding at such time;
- (x) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;
- (y) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership, other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
 - (aa) "Project" means a dental practice management and patient consulting system and all property to be acquired by the Partnership for use in connection with the operation of the business of the Partnership;
 - (bb) "Sharing Ratio" means, with respect to any holder of Units, the ratio of the number of Units held by such Limited Partner to the total number of Units then outstanding, which proportion determines each Partner's interest or obligation in the Partnership for all purposes and his share in the allocation and distribution of Net Income and Net Loss of the Partnership, providing that, where a holder of Units has not owned the Units during the entire Fiscal Year for which a distribution will be made, such ratio shall take into consideration the number of days during the Fiscal Year that such Units were held in relation to the other Unit holders;
 - (cc) "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 in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
 - (dd) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
 - (ee) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the *Tax Act* also refers to a like or similar provision of any successor or replacement federal legislation;
 - (ff) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, the amount of income or loss of the Partnership for such Fiscal Year, as determined by the General Partner in accordance with this Agreement and the *Tax Act*;
 - (gg) "Unit" means a Unit of Limited Partner's interest in the Partnership as provided in this Agreement and "Units" has a corresponding meaning; and
 - (hh) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding Business Day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney.

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Initial Limited Partner hereby acknowledge and confirm the formation of the partnership as a limited partnership pursuant to the Act, that the Partnership has been formed as a limited partnership to carry on business under the firm name and style of "NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Partnership under applicable laws. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 Name of the Partnership

The Partnership shall carry on business under the name "Next Generation Dentistry Limited Partnership".

2.3 Maintaining Status of the Partnership

The General Partner shall be the General Partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation and continuance of the Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of the information available to it in order to maintain the status of the Partnership as a limited partnership under the Act. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action

which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 Fiscal Year

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2004 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 Business of the Partnership

The Partnership has been formed for the purpose of acquiring, developing and commercializing the Project and carrying on for profit the business of operating the Project, by earning income from the Project and by distributing any surplus funds (being funds not required for the operation, expansion or debt reduction of the Project), all on the terms and conditions set forth in this Agreement. The Partnership shall not carry on any other business.

2.6 Head Office and Mailing Addresses

The Partnership shall maintain its head office and mailing address at 120, 1289 Highfield Crescent SE, Calgary, Alberta, T2G 5M2 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.

2.7 Term

The Partnership shall continue for a term of 50 years, until December 31, 2054, unless terminated earlier pursuant to the terms of this Agreement and amendments thereto.

2.8 Status of General Partner

The General Partner represents, warrants, covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a corporation incorporated and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the *Tax Act*;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;

- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the *Tax Act*; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner.

2.10 *Status of Limited Partner*

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the *Tax Act*;
- (b) is not a "non-Canadian" within the meaning of the *Investment Canada Act*;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change his, her or its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer his or its Units to any person, firm, corporation, partnership, unincorporated association or other entity, which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

If the Limited Partners propose by Special Resolution to dissolve the Partnership or if the Partnership is subject to tax under Part XIII of the *Tax Act* as a result of one or more of the Limited Partners not being resident in Canada, the General Partner may require those Limited Partners who are then not resident in Canada for purposes of the *Tax Act* or who are non-Canadians for the purpose of the *Investment Canada Act* to transfer their Units to residents of Canada. If a non-resident Limited Partner fails to transfer his, her or its Units to a resident of Canada who qualifies to hold Units under

the terms of this Agreement within 30 days of the giving of a notice to such non-resident Limited Partner to transfer such Units, the General Partner shall be entitled to sell such Units on behalf of such non-resident Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner, the price shall be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal shall be final and binding on the Partnership, the General Partner and the Limited Partner(s) so affected. The cost of such appraisal shall be borne by the Limited Partner(s) whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner except in connection with redemption of

the interest of the Initial Limited Partner pursuant to section 8.1.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 *Powers of General Partner*

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carrying out the objects, purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership:

- (a) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate for the business or ancillary thereto;
- (b) to manage, administer, convert, develop, operate and dispose of any and all properties or assets of the Partnership and in general to engage in any and all phases of the business of the Partnership;
- (c) to retain managers to manage the Project and to fix the remuneration, including bonuses, payable to them, provided such remuneration is in accordance with customary industry practice;
- (d) to admit any person as a Limited Partner subject to the provisions hereof;
- (e) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (f) to open and operate one or more bank accounts, with full and exclusive signing authority on behalf of the Partnership, in order to deposit, disburse and distribute funds of the Partnership;
- (g) to enter into on behalf of the Partnership, execute and carry out all agreements which require execution by or on behalf of the Partnership, including, without limiting the generality of the foregoing, all agreements in connection with the management, financing and refinancing of the Project, and agreements with third parties so that services may be rendered to the Partnership in the normal course of its affairs;
- (h) to pay all taxes, fees and other expenses and distributions relating to orderly maintenance and management of the Project, including without limitation, the Management Fees;
- (i) to act on behalf of the Partnership with respect to any and all actions or other proceedings brought by or against the Partnership;
- (j) to prepare and file all tax returns, information returns, elections, determinations and designations under the *Tax Act* or any other taxation or other legislation of like import of Canada or any of the provinces or other jurisdictions in respect of the affairs of the Partnership;
- (k) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement;
- (l) to execute any and all deeds, documents and instruments and to do all other acts as

may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining any independent contractors to carry out the foregoing;

- (m) to grant security, encumbrances or restrictions on behalf of the Partnership;
- (n) to raise Capital on behalf of the Partnership, by offering Units to the public by way of private placement as set out in section 7.2 and 7.3 hereof;
- (o) to distribute property of the Partnership in accordance with the provisions of this Agreement;
- (p) to, but shall under no circumstances be obligated to, advance or loan the Partnership any funds which may be necessary for the payment of costs and expenses of the Partnership. The rate of interest that shall apply to such advances shall be the Bank of Canada prime rate plus two (2%) percent, calculated semi-annually, not in advance; and
- (q) to purchase, develop, manage and commercialize the Project on behalf of the Partnership.

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Sale of Assets

The General Partner shall not cause the Partnership to sell or otherwise dispose of all or any part of the Project (other than furnishings, equipment, appliances and similar property that is no longer required for the business of the Partnership, or that is in the ordinary course of the Partnership's business), other than a sale of all the Project where such sale has been approved by the Limited Partners expressed by Special Resolution.

3.4 Borrowing

Without limiting the generality of the foregoing, the General Partner has the power and authority, for and on behalf of the Partnership, to:

- (a) in connection with any borrowings, draw, borrow money from time to time, without limit as to the amount, and to make, execute and issue promissory notes, evidences of indebtedness and other negotiable or non-negotiable evidences of borrowings of the Partnership and grant security in any form for the payment of such borrowings;
- (b) enter into loan agreements with one or more lenders containing such terms and conditions governing loans made or to be made to the Partnership, which the General Partner considers appropriate, or to grant security in accordance with provisions of such agreements;
- (c) secure the payment of money borrowed for the Partnership or other indebtedness or liability of the Partnership and finance charges, negotiation fees, standby charges, and other liabilities incurred or to be incurred in connection with such borrowing by mortgage of, security interest in, or other charge on all or any property of the Partnership and to issue bonds, debentures, mortgages and other instruments to evidence the Partnership's obligations; and
- (d) advance or loan funds to the Partnership, or borrow, on behalf of the Partnership, funds from Affiliates, to the extent that funds may be necessary for the payment of

Operating Costs or expenditures of a capital nature. The rate of interest and any other expenses relative to such advances or borrowing shall correspond to that which the General Partner or such Affiliate pays in relation to borrowings from its principal lenders, but shall never surpass that which the Partnership could obtain from recognized financial institutions with respect to similar borrowings.

3.5 Interim Investment

The General Partner may, but shall not be required, to invest the funds of the Partnership not immediately required for the conduct of the business of the Partnership in, and only in, secured investments as prescribed by the *Trustees Act*, R.S.A. 2000, Chapter T-8.

3.6 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.8 Fees and Reimbursement for Costs and Expenses

In addition to the General Partner Incentive Allocation, the General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.9 Insurance

The General Partner, at the expense of the Partnership, shall at all times maintain or cause to be maintained public liability insurance and "all risks" physical loss or damage insurance against all assets of the Partnership, in an amount deemed by the General Partner to be prudent in the circumstances.

3.10 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Special Resolution; provided, however, that the consent of the General Partner is required in respect of proposed amendments materially affecting its rights, including, without limitation, where it is proposed to amend this Agreement to vary the interest of the General Partner including, without limitation, any expenses, fees, allocations or distributions to which the General Partner is entitled pursuant to this Agreement, or to vary the term of the Partnership; and provided further that the provisions herein regarding approval of a sale of all the Project may only be amended with the consent of the Limited Partners given by Special Resolution.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not

substantially adversely affect the interests of the Limited Partners; or

- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.11 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or Certificates, the execution of any elections under the *Tax Act* and under any analogous provincial legislation and the distribution of the assets of the Partnership;
 - (iv) any instrument relating to the admission of additional or substituted Limited Partners;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the *Tax Act* or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
- (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled

with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and permitted assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.12 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.13 *Transactions Involving Affiliates*

The validity of a transaction, agreement or payment involving the Partnership and an Affiliate of the General Partner is not affected by reason of the relationship between the General Partner and the Affiliate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partners, all of whom may be officers or directors of or otherwise interested in or related to the Affiliate. The General Partner and its Affiliates and any directors or officers of such person, if any, who hold Units shall be entitled to vote on any Special Resolution or Extraordinary Resolution in respect of a matter that, if approved, entitles the Partnership to enter into transactions providing for the delivery of services by the General Partner or its Affiliates or the purchase by the Partnership of property or assets from the General Partner or its Affiliates, except for transactions completed on a non-arm's length basis, for which the value of the services or goods exceeds \$1,000,000.00 in value in any one fiscal year, or the property or assets dealt with are not valued at fair market value which shall require an Extraordinary Resolution.

3.14 *Safekeeping of Assets*

The General Partner is responsible for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another person to employ the funds or assets except for the exclusive benefit of the Partnership and in trust therefore, all in accordance with this Agreement.

3.15 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.16 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.17 Employment of an Affiliate

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.18 Payments

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.19 Liability of the General Partner

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 Resignation of General Partner

Prior to January 1, 2009, the General Partner shall not sell, assign or otherwise dispose of its interest (other than to an Affiliate as hereinafter provided), cease to act or withdraw as the General Partner of the Partnership without the consent of the Limited Partners expressed by Special Resolution. On or after January 1, 2009, the General Partner may resign as General Partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners and such resignation shall become effective upon the earlier of the appointment of a new General Partner by the Limited Partners expressed by a Special Resolution and the last day of the calendar quarter in which such 180-day period ends. The General Partner shall not be permitted to withdraw its resignation once the written notice has been communicated to the Limited Partners except by ordinary resolution of the Limited Partners. At the time of giving notice of resignation, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor General Partner.

4.2 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as General Partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith, which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner provided that the trustee, receiver or receiver and manager perform its functions for a period of 30 days, or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner

shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 *Effective Date of Deemed Resignation of General Partner*

In the event of the deemed resignation of the General Partner as the General Partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the General Partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor General Partner.

4.4 *Removal of General Partner by Limited Partners*

Subject to paragraph 4.7, in the event that it is in default of any obligation or duty hereunder, the General Partner shall give written notice thereof to the Limited Partners within 10 days of becoming aware of such default. If such default is not rectified within 30 days after the giving of notice thereof by the General Partner, the General Partner may be removed as the General Partner of the Partnership by a Special Resolution of the Limited Partners, which Special Resolution shall also appoint a new General Partner. The appointment of the new General Partner and the removal of the General Partner shall be effective upon the date specified in such Special Resolution. Upon the removal of the General Partner pursuant to this section 4.4, the General Partner, in its capacity as the General Partner, shall not be entitled to any interest or distribution related to the Partnership other than a distribution which has been declared but not distributed and other than to its share (being the proportion of the number of days in the Fiscal Year that the General Partner served as General Partner of the Partnership is of the total number of days in the Fiscal Year), if any, of the General Partner Incentive Allocation for the particular Fiscal Year; provided that the conditions precedent to the payment to the General Partner of the General Partner Incentive Allocation as set out in section 7.4 hereof have been met. Under no circumstances will the General Partner, if removed, be entitled to any compensation for loss of any future entitlement or for the value of its interests in the Partnership (exclusive of its interest as a Limited Partner, if any). The Limited Partners shall not otherwise be entitled to remove or replace the General Partner, except in accordance with this paragraph.

4.5 *Assignment by General Partner*

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.6 *Transfer of Management to New General Partner*

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.7 *Release of General Partner*

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall

be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals and or shareholders of the General Partner have been released by the Partnership's lenders.

4.8 Powers, Duties and Obligations of New General Partner

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership. The General Partner will not be liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred upon it by this Agreement (other than an act or omission, which is in contravention of this Agreement or which results from or arises out of negligence or wilful misconduct in the performance of, or wilful disregard of, the obligations or duties of the General Partner under this Agreement) or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its pro rata share of any undistributed income of the Partnership as hereinafter provided. Except as provided in section 5.3, a Limited Partner will have no further personal liability and, following the full payment of its subscription price, a Limited Partner will not be liable for any further calls or assessments or further contributions to the Partnership. However, if as a result of a distribution to the Partners, the capital of the Partnership is reduced and the Partnership becomes unable to discharge its debts in the normal course, each Partner having received any such distribution, agrees to return same, with interest, to the Partnership to the extent necessary to restore the capital of the Partnership to its existing amount immediately before such distribution.

The Limited Partners acknowledge the possibility that, among other reasons, they may lose their limited liability:

- (a) to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province but operating, owning property or incurring obligations in another province; or
- (b) by taking part in the control or management of the business; or
- (c) as a result of false or misleading statements in the record, if they become aware of such false or misleading statements and fail within a reasonable time to take steps to cause the record to be corrected, in which case they may be liable to third parties.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented by one Initial Limited Partnership Unit and an unlimited number of Units. Each Unit represents an undivided interest in the Partnership. No fractional Units shall be issued or shall be permitted to be issued, transferred or assigned.

6.2 Nature of Units

With the exception of the Initial Limited Partner, a Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of cash as determined by the General Partner in accordance with this Agreement; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 Subscription Forms

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as necessary and consistent with the terms herein as the General Partner may request.

6.4 Subscription for Units

No Subscription may be made or shall be accepted for a fraction of a Unit. The General Partner shall have the right, in its discretion, to refuse acceptance of any subscription for Units. If, for

any reason, a subscription for Units is not accepted or such subscription is accepted but the subscriber is not entered as a Limited Partner, the General Partner shall cause the Partnership to refund, without interest, to the subscriber the subscription price for such Units paid by such subscriber. Upon the acceptance of such subscription by the General Partner, the General Partner will amend any required filings (including the Certificate) and show the name of the subscriber as a Limited Partner and the number of Units held by such subscriber as a Limited Partner and make such filings and recordings as are required by law, and such subscriber shall thereupon become a Limited Partner. Except for accredited investors as that term is defined in the *Securities Act* (Alberta) and any regulations, policies or instruments adopted thereto, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 Unit Certificates

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register and on the Certificate as a Limited Partner, and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber. Every Unit Certificate shall be signed manually by an authorized signatory of the General Partner. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid post addressed to such Limited Partner at the address shown in the Register (or in the case of a Unit recorded in the name of one or more persons, to any one of such persons), and neither the Partnership nor the General Partner shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

6.6 Receipt by Limited Partner

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's Capital Contribution and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons, as are authorized by either this Agreement or by law, to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and
 - (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as it is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned and transferred by a Limited Partner or his agent duly authorized in writing until the following conditions are satisfied:

- (a) the transferor has delivered to the General Partner the Unit Certificate representing such Unit and an executed transfer of the Unit in a form as is acceptable to the General Partner and executed in a form acceptable to the General Partner and the General Partner has consented to the proposed transfer;
- (b) the transferee has agreed in writing to be bound by the terms of this Agreement, to give the power of attorney set out in Section 3.11 hereof, to make the representations set out in section 2.10 hereof and to assume the obligations of the Limited Partner under this Agreement in respect of the Unit being transferred to him;
- (c) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Partnership by reason of the transfer; and
- (d) such other requirements as may be required by law or may reasonably be required by the General Partner;

provided that the transferee of a Unit will not become a Limited Partner in respect of that Unit until all filings and recordings required by law validly giving effect to a transfer have been duly made as referred to hereunder.

When the transferee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit such person to the Partnership as a Limited Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Partnership as a Limited Partner, without any further act of the Limited Partners. The General Partner will:

- (a) record such assignment and transfer at the registered office of the Partnership;
- (b) amend the Certificate showing the name of the transferee as a substituted Limited Partner;
- (c) make such filings and cause to be made such recordings as are required by law;
- (d) forward to the transferor a notice of the transfer; and
- (e) forward to the transferee, or in accordance with any order or direction of the transferee, a Unit Certificate representing receipt of the Unit transferred.

6.10 No Assignment of Fractions

No assignment of a fraction of a Unit may be made or will be recognized or entered in the Register.

6.11 Parties Not Bound to See to Trust or Equity

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.12 Pledge of a Unit

A Limited Partner shall not pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.13 Liability on Transfer

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.14 Successors in Interest of Partners

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.15 Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement;
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement; and
- (d) in the absence of compliance:
 - i) such entitlement will not be recognized;
 - ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
 - iii) no amendment to the record will be made; and
 - iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or

to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

6.16 Lost Unit Certificates

Where a Limited Partner claims that the Unit Certificate representing a Unit recorded in his name has been defaced, lost, apparently destroyed or wrongly taken the General Partner shall cause a new Unit Certificate to be issued, provided that the Limited Partner files with the General Partner an affidavit of loss and such indemnification as is satisfactory to the General Partner in the form and in an amount satisfactory to the General Partner to protect the Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate and provided further that the Limited Partner satisfies all other reasonable requirements imposed by the Transfer Agent, including delivery of a form of proof of loss.

ARTICLE VII CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

7.1 Contributions of Capital

The initial capital of the Partnership shall be the aggregate amount of the capital contributed by the General Partner and the Initial Limited Partner. The initial Capital Contribution of the General Partner is \$1.00. The initial capital contribution of the Initial Limited Partner is \$10.00.

7.2 Initial Private Placement of Units

- (a) The General Partner will use its best efforts to raise capital for the Partnership's Project by offering to individuals, who have common bonds of association with a senior officer, director or promoter of the General Partner and accredited investors up to ONE HUNDRED (100) Units by way of an initial private placement on the terms set forth herein and will admit qualified subscribers for such Units as Limited Partners.
- (b) The subscription price for each Unit shall be \$20,000.00.
- (c) The subscription price for each Unit subscribed for shall be payable in full.
- (d) Total proceeds of up to \$2,000,000.00 to be derived from subscriptions for Units pursuant to the offering, shall be applied by the Partnership, at the sole discretion of the General Partner, pursuant to the terms contained herein.

Notwithstanding the foregoing, but subject to paragraph 7.3, nothing contained herein shall limit the General Partner's discretion to issue Units in numbers and at subscription prices as it deems necessary.

7.3 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners. However, the General Partner shall always be entitled to issue additional Units providing that, where the General Partner determines that it is necessary to raise additional capital at a subscription price that is less than the subscription price for Units in the Partnership's most recent offering, then the General Partner shall first offer the offering of additional Units to the existing Limited Partners on a *pro rata* basis based upon the then current issued and outstanding Units of the Partnership, and only after such offer has been extended and some portion of the offering remains unsubscribed, shall the General Partner offer Units to the public.

7.4 General Partner Incentive Allocation

For any Fiscal Year that the Partnership earns Adjusted Net Income, the General Partner shall be entitled to receive the General Partner Incentive Allocation. The General Partner Incentive Allocation shall be equal to SIXTY-SIX and TWO THIRDS (66 2/3's%) PERCENT of the Adjusted Net Income for the then current fiscal period.

Distribution of the General Partner Incentive Allocation shall be made at the end of the relevant Fiscal Year, provided that if there is more than one General Partner in that Fiscal Year, the General Partner Incentive Allocation shall be allocated and distributed to the General Partners on the basis determined as the proportion that the number of days in that Fiscal Year that the particular General Partner served as General Partner of the partnership is of the total number of days in the Fiscal Year.

7.5 Allocation of Taxable Income and Tax Loss

- (a) The Taxable Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) to the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) an amount equal to any General Partner Incentive Allocation that is distributable for that Fiscal Year; and
 - (ii) the balance of the Taxable Income for that Fiscal Year shall be allocated to the Limited Partners in accordance with such Limited Partner's Sharing Ratio;
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with such Limited Partner's Sharing Ratio;
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.5 to the Limited Partners shall be allocated to the Limited Partners of record on the last day of the Fiscal Year according to their respective Sharing Ratio; and

(d) where there is more than one General Partner in a Fiscal Year, the Taxable Income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.5 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.6 Allocation and Distribution of Capital Receipts

- (a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness including indebtedness secured by charges on the Project, any taxes, expenses or adjustments required in relation to the transaction) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Project ("Capital Distribution") shall be distributed as follows:
 - (i) the lesser of the amount of the Capital Distribution so received and the amount, if any, of arrears of General Partner Incentive Allocations and any current General Partner Incentive Allocation payable at the time of such disposition and any arrears of, and thereafter
 - (ii) the lesser of:
 - (A) the amount of the Capital Distribution so received by the Partnership in that Fiscal Year that is not required to be distributed in accordance with clause 7.6(a)(i); and
 - (B) the amount, if any for reserves which the General Partner in its

discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership

shall be distributed to the Limited Partners of record at the time of receipt by the Partnership of such cash in proportion to their respective Sharing Ratios.

7.7 *Commingling of Funds*

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.8 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.9 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of capital receipts or otherwise) are charged.

7.10 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital Contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of capital or on any negative balance in his current account.

7.11 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.12 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.13 *Return of Capital*

Subject to section 8.1 hereof with respect to the Initial Limited Partner, a Limited Partner is entitled to demand a withdrawal or receive a return of his capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

**ARTICLE VIII
REDEMPTION OF PARTNERSHIP UNITS**

8.1 *Redemption of Initial Limited Partnership Unit*

Forthwith following the initial Closing Date, the Initial Limited Partnership Unit shall be redeemed upon payment by the Partnership to the Initial Limited Partner of \$10.00 therefore.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 *Books and Records*

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 *Annual Financial Information*

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an audited reconciliation of actual results with those forecast. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by March 31 of the following year to assist in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 *Other Information*

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 *Meetings*

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting, failing which the requisitioning Limited Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement signed by such person as the requisitioning Limited Partners specify. Every meeting, however convened, will be conducted in accordance with this Agreement.

10.2 *Place of Meeting*

Every meeting will be held 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.

10.3 *Notice of Meeting*

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 60 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 *Record Date*

For the purpose of determining the Limited Partners who are entitled to vote at any meeting of Limited Partners or any adjournment thereof, the General Partner may from time to time cause the transfer books to be closed for such period, not exceeding 60 days, as the General Partner may determine; or, without causing the transfer books to be closed, the General Partner may, after 60 days from the Closing Date, fix a date not more than 60 days prior to the date of any meeting of Limited Partners as a record date for the determination of Limited Partners entitled to vote at such meeting or any adjournment thereof and, except as described below, any Limited Partner who was a Limited Partner at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though he or it has since that date disposed of his or its Units, and no Limited Partner becoming such after that date shall be a Limited Partner of record for purposes of such meeting.

Notwithstanding the foregoing, in the event that the transferee delivers written notice acceptable to the General Partner not less than 48 hours prior to such meeting, such notice confirming the legal transfer of title to the Unit(s) the transferee shall be entitled to vote such Units at the meeting, to the exclusion of the transferor.

10.5 *Accidental Omissions*

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner will not invalidate the proceedings at the meeting.

10.6 *Information Circular*

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 21 days before any such meeting, the General Partner will 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.

10.7 *Proxies*

Any Limited Partner entitled to vote at a meeting may vote by proxy if a valid proxy has been received by the General Partner or the chairman of the meeting for verification prior to the meeting.

10.8 *Validity of Proxies*

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the person challenging will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final.

10.9 *Form of Proxy*

Every proxy will be substantially in the form which follows, such other form as may be approved by the General Partner, or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, in the Province of _____, being a Limited Partner of Next Generation Dentistry Limited Partnership, hereby appoint _____ of _____, in the Province of _____, as my

proxy, with full power of substitution to vote for me and on my behalf at the meeting of Limited Partners to be held on the ____ day of _____, 20____, and every adjournment thereof and every poll that may take place in consequence thereof. As witness my hand this ____ day of _____, 20____."

10.10 Notice of Revocation of Proxy

A vote cast in accordance with the terms of a proxy shall be valid notwithstanding the previous death or mental incapacity of the Limited Partner or revocation of the proxy or transfer of the Unit in respect of which the proxy was given, provided that no notice in writing of such death, mental incapacity, revocation or transfer shall have been received by the General Partner prior to the commencement of the meeting in respect of which such proxy has been given.

10.11 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.12 Attendance of Others

Representatives of the General Partner and of the accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.13 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.14 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.15 Minutes

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.16 Quorum

- (a) Subject to subsection (b) of this section 10.16, 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 33 1/3% of the outstanding Units. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting:
 - (i) if called by or on the requisition of the Limited Partners, will be terminated; and
 - (ii) if called by the General Partner, 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.

- (b) For the purpose of considering a sale of the Project (other than in the ordinary course of business), a quorum at any meeting or adjourned meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 50% of the outstanding Units.

10.17 Voting

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Subject to section 3.13 any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.18 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.19 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and permitted assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.20 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) consenting to a sale of any part of or all the Partnership's interest in the Project (other than in the ordinary course of business);
- (b) consenting to the resignation of the General Partner prior to January 1, 2006 and appointing a replacement therefore;
- (c) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (d) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (e) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (f) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (g) changing the Fiscal Year;
- (h) dissolving or terminating the Partnership;
- (i) consenting to the rebuilding of the Project in the event that it is substantially destroyed;
- (j) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (k) subject to section 3.10 hereof, consenting to any amendment to this Agreement except an amendment to section 10.21.

10.21 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to this section 10.21; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.22 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement, shall be determined by Ordinary Resolution.

**ARTICLE XI
DISSOLUTION AND LIQUIDATION**

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;

- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2054.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay any costs involved in the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership;
- (b) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (c) to pay all expenses incurred in the winding-up of the Partnership;
- (d) to pay all of the liabilities of the Partnership in the manner required by law;
- (e) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (f) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (g) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 Capital Contribution and no more.

11.3 Events Not Causing Dissolution

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 Competing Interests

The officers, directors and shareholders of the General Partner are engaged and continue to be engaged in the developing, commercializing, marketing and selling of various consulting systems for application in other non-physician related fields.

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of a similar nature as that of the Partnership to the extent such business does not compete directly with physician related consulting systems, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise except in contravention of this paragraph.

12.2 Notices

(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 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 telecopy) addressed to:

NGD GP LIMITED PARTNERSHIP (General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828

Attention: Mark Genuis,

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile). Any notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any

subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

NGD GP LIMITED PARTNERSHIP by its General Partner NGD INC.

C.S.
Per: Mark Genuis, President, NGD Inc.

Peter Hoven, Initial Limited Partner

Witness

Schedule "A"

LIMITED PARTNERSHIP
SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

TO: NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP
c/o NGD GP LIMITED PARTNERSHIP (the "General Partner")
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9

RE: NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP (the "Limited Partnership")
Subscription for Units of the Limited Partnership

1. Subscription for Limited Partnership Units

- (1) The undersigned (the "Subscriber") irrevocably subscribes for and agrees to purchase _____ partnership units (the "Units") of NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP (the "Limited Partnership"). The Subscriber hereby subscribes for and encloses herewith an aggregate consideration of _____ representing a subscription price of TWENTY THOUSAND \$20,000.00 DOLLARS per Unit. The Subscriber acknowledges that he has received a copy of the limited partnership agreement (the "Limited Partnership Agreement") dated November 16, 2004 and subsequently amended June 6, 2005. This subscription is NOT subject to the Limited Partnership receiving a minimum number of subscriptions.
- (2) The Subscriber acknowledges that this subscription is subject to acceptance in whole or in part by the General Partner and to compliance with all applicable securities laws. The Subscriber further acknowledges that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units.
- (3) By executing this Subscription Agreement, the Subscriber represents and warrants to and covenants with the General Partner (and acknowledges that the General Partner and its counsel are relying thereon) that:
 - (A) The Subscriber has not received, nor has it requested, nor does it have any need to receive any offering memorandum or any other document describing the business and affairs of the Limited Partnership in order to assist the Subscriber in making an investment decision in respect of the Units and the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation, radio or television with respect to the Units;
 - (B) The Subscriber knows that the Units are being purchased pursuant to the "Private Issuer" or "Accredited Investor" exemptions from prospectus and registration requirements under Multilateral Instrument 45-103 ("MI 45-103") and the Subscriber is aware that such exemption is based upon:
 - i) common bonds of association between the Subscriber and a director, senior officer or control person of the General Partner such that the Subscriber is not considered to be a member of the public in relation to the Limited Partnership; or
 - ii) the Subscriber is an "Accredited Investor" as that term is defined in MI

45-103 by virtue of one of the criteria listed and circled by the Subscriber in Schedule "A" to this Subscription Agreement.

IF SUBSCRIBING AS AN ACCREDITED INVESTOR, THE SUBSCRIBER MUST INITIAL THE CRITERIA APPLICABLE TO IT IN SCHEDULE "A".

As a consequence, the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation, including statutory rights of rescission, and damages will not be available to the Subscriber;

- (C) Subscribers resident in Ontario knows that the Shares are being purchased pursuant to the "Closely-held Issuer" or "Accredited Investor" exemptions from prospectus and registration requirements under Ontario Securities Commission ("OSC") Rule 45-501 (the "Rule") and the Subscriber is aware that such exemptions are based upon:
- iii) where relying on the "Closely-held Issuer" exemption, the Subscriber has received an information sheet (Form 45-501F3), a copy of which is attached hereto as Schedule "B", at least four (4) days prior to the date of the Subscription Agreement; or
 - iv) where relying on the "Accredited Investor" exemption, the Subscriber is an "Accredited Investor" as that term is defined in section 1.1 of the Rule by virtue of meeting one of the criteria listed and circled by the Subscriber in Schedule "C" to this Subscription Agreement.

IF SUBSCRIBING AS AN ACCREDITED INVESTOR, THE SUBSCRIBER MUST INITIAL THE CRITERIA APPLICABLE TO IT IN SCHEDULE "C".

As a consequence of relying upon one of the two above noted exemptions, the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation, including statutory rights of rescission, and damages will not be available to the Subscriber;

- (D) The Subscriber is aware that the Units are not listed on any exchange and are subject to an indefinite hold period, including restrictions on resale until such time as:
- (i) the appropriate "hold or seasoning period" has been satisfied and the Subscriber complies with other requirements of applicable securities legislation;
 - (ii) a further statutory exemption is relied upon by the Subscriber; or
 - (iii) an appropriate discretionary order is obtained pursuant to applicable securities legislation;
- (E) This Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (F) The Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of this investment and the Subscriber is able to bear the economic risk of loss of all of this investment;
- (G) That upon acceptance of this Subscription Agreement by the General Partner and the filing of a certificate with corporate registries confirming such addition to the Limited Partnership and subject only to the issuance of securities certificates representing the Units, the subscription proceeds included herewith shall be unconditionally accessible and utilized by the Limited

Partnership.

- (H) The Subscriber acknowledges that the Subscriber has been advised to consult with the Subscriber's legal, tax and investment advisors with respect to this subscription and with respect to the extent of the applicable hold periods in relation to the Units and the possibility of using a further statutory exemption or the obtaining of a discretionary order to relieve the restrictions on resale. The Subscriber further acknowledges that no representation has been made to the Subscriber by or on behalf of the Limited Partnership with respect thereto and the Subscriber is aware of the characteristics of the Units, including all any applicable tax consequences and the risks relating to an investment therein;
 - (I) If an individual, the Subscriber has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto. If a corporation or a syndicate, partnership or other form of unincorporated organization, the Subscriber has all necessary power, authority and capacity to make the Subscription and to take all actions required pursuant thereto;
 - (J) If required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the General Partner in filing such reports, undertakings and other documents with respect to the issuance of the Units;
 - (K) The Subscriber is a resident of Alberta, British Columbia or Ontario and the Subscriber is purchasing as principal;
 - (L) The Subscriber is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada);
 - (M) The Subscriber's decision to purchase the Units has not been based upon any verbal or written representations as to fact or otherwise made by or on behalf of the Limited Partnership and that the Subscriber's decision to purchase the Units is based entirely upon publicly available information concerning the Limited Partnership and the General Partner; and
 - (N) The Subscriber acknowledges that he will not become a Limited Partner until the General Partner accepts the Subscriber's subscription agreement and the limited partnership certificate is amended as required by law to add the Subscriber as a Limited Partner. Upon becoming a Limited Partner, the General Partner will issue to the Subscriber a Unit certificate evidencing the Subscriber's ownership of Units(s) in the Limited Partnership.
- (4) The Subscriber agrees that the above representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon by the General Partner in determining the Subscriber's suitability as a purchaser of Units and will be true and correct at the closing of the sale of the Units and will survive the closing of the sale of the Units.

2. Power of Attorney

In consideration of the General Partner accepting this Subscription Agreement and conditional thereon, the Subscriber hereby irrevocably nominates, constitutes and appoints the General Partner, any successor to the General Partner under the terms of the Limited Partnership Agreement, with full power of substitution, as his true and lawful attorney and agent, with full power of and authority in his name, place and stead and for his use and benefit to do the following, namely:

- (1) execute, seal to acknowledge, deliver and file as and where required any and all of the following:
 - i) the Limited Partnership Agreement and any amendments thereto and all Certificates and other instruments necessary to form, qualify or continue and keep in good standing the Limited Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Limited Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the limited partners and to comply with the applicable laws of such jurisdiction;
 - ii) all Certificates, or amendments thereto, certificates or other instruments necessary to reflect any amendment, change or modification to the Limited Partnership Agreement, subject to the terms and restrictions of the Limited Partnership Agreement;
 - iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Limited Partnership, including cancellation of any declarations or certificates and the execution of any elections under the *Income Tax Act* (Canada) and under any analogous provincial legislation;
 - iv) any instruments relating to the admission of additional or substituted Limited Partners;
 - v) any instrument required in connection generally with any election that is to be made, or information return provided, under the *Income Tax Act* (Canada) or any analogous fiscal legislation related to the Limited Partnership or its assets or business; and
 - vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge or other security interest in, such Units;
- (2) execute and file with any governmental body or instrumentality of the Government of Canada, a province territory or municipality any necessary documents necessary in connection with the business, property, assets and undertaking of the Limited Partnership;
- (3) execute and deliver all such other documents or instruments on behalf of and in the name of the Limited Partnership and for the limited partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Subscriber and will survive the assignment (to the extent of the undersigned's obligations hereunder) by the Subscriber of the whole or any part of the interest of the undersigned in the Partnership, and extends to the heirs, executors, administrators, successors and permitted assigns of the Subscriber and may be exercised by the General Partner executing on behalf of the Subscriber any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representations and actions made or in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3. Representations and Warranties of the Corporation

Subject to the terms hereof, the General Partner represents and warrants to the Subscriber that:

- (1) the General Partner has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Units; and
- (2) this Subscription Agreement constitutes a binding obligation of the Limited Partnership enforceable in accordance with its terms.

4. Deliveries

The Subscriber agrees to irrevocably deliver to the General Partner:

- (1) this duly completed and executed Subscription Agreement; and
- (2) a certified cheque or bank draft payable to "WILSON LAYCRAFT IN TRUST", for the aggregate subscription price of the Units subscribed for under this Subscription Agreement or payment of the same in such other manner as is acceptable to the Corporation.

5. Miscellaneous

- (1) The contract arising out of the acceptance of this Subscription Agreement by the General Partner shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta.
- (2) The acceptance of this subscription shall be effective upon the filing by the General Partner of a notice to amend the certificate of limited Partnership including the Subscriber as a limited partner of the Limited Partnership.
- (3) The General Partner shall be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by General Partner of a facsimile copy of this Subscription Agreement shall create a legal, valid and binding agreement between the Subscriber and General Partner in accordance with the terms hereof.

THE GENERAL PARTNER MAY REJECT SUBSCRIPTIONS WHICH ARE NOT PROPERLY COMPLETED INCLUDING, IN PARTICULAR, FAILURE TO PROVIDE THE SUBSCRIBER'S SOCIAL INSURANCE OR CORPORATE ACCOUNT NUMBER, AS THE CASE MAY BE. FAILURE TO INCLUDE SUCH INFORMATION MAY JEOPARDIZE THE SUBSCRIBER'S TAX DEDUCTIONS.

THE IDENTIFICATION NUMBER ISSUED FOR THIS TAX SHELTER SHALL BE INCLUDED IN ANY INCOME TAX RETURN FILED BY THE INVESTOR. ISSUANCE OF THE IDENTIFICATION NUMBER IS FOR ADMINISTRATIVE PURPOSES ONLY AND DOES NOT IN ANY WAY CONFIRM THE ENTITLEMENT OF AN INVESTOR TO CLAIM ANY TAX BENEFITS ASSOCIATED WITH THE TAX SHELTER.

DATED at _____, this ____ day of _____, 2005.

Name of Subscriber (Please Print)

Address of Subscriber

City/Town, Province and Postal Code

By:
Authorized Signature

(Official Capacity or Title - please print)

(Telephone number)

(Facsimile Number)

Social Insurance Number or Corporate Account Number

Registration Instructions

Delivery Instructions

(Name)

(Account Reference, if applicable)

(Account Reference, if applicable)

(Contact Name)

(Address)

(Address)

(City/Town, Province)

(City/Town, Province)

(Postal Code)

(Postal Code)

(Telephone Number)

(Facsimile Number)

ACCEPTANCE

NGD GP LIMITED PARTNERSHIP, the General Partner of **NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP** accepts the above subscription as of this _____ day of _____, 2005 and represents and warrants to the Subscriber that the representations and warranties made by General Partner herein are true and correct as of this date and that the Subscriber is entitled to rely thereon.

NGD GP LIMITED PARTNERSHIP by its General Partner NGD INC.

Per: Mark Genuis, President, NGD Inc.

SCHEDULE "A"

MULTILATERAL INSTRUMENT 45-103 ACCREDITED INVESTOR

The Subscriber in the Private Issuer Subscription Agreement to which this Schedule is attached hereby represents and warrants to NGD GP LIMITED PARTNERSHIP, as General Partner of the **NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP**, its officers and directors and the **NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP** that the Subscriber is an Accredited Investor as that term is defined in Multilateral Instrument 45-103 and is by virtue of meeting one or more of the following criteria

(SUBSCRIBER MUST INITIAL ONE OR MORE OF THE FOLLOWING):

- (a) ___ a Canadian Financial institution, or an authorized foreign bank listed in Schedule III of the Bank Act (Canada);
- (b) ___ the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada);
- (c) ___ an association under the Cooperative Credit Associations Act (Canada) located in Canada or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act;
- (d) ___ a subsidiary of any person or company referred to in paragraphs (a) to (c), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of that subsidiary;
- (e) ___ a person or company registered under the securities legislation, or under the securities legislation of another jurisdiction of Canada, as an adviser or dealer, other than a limited market dealer registered under the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);
- (f) ___ an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person or company referred to in paragraph (e);
- (g) ___ 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;
- (h) ___ a municipality, public board or commission in Canada;
- (i) ___ any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (j) ___ a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (k) ___ an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
- (l) ___ an individual whose net income before taxes exceed \$200,000 in each of the two most recent years or whose net income before taxes combined with that of a spouse exceeded

\$300,000 in each of the two most recent years and who, in either case, reasonably expects to exceed that net income level in the current year;

- (m) ___ a person or company, other than a mutual fund or non-redeemable investment fund, that, either alone or with a spouse, has net assets of at least \$5,000,000, and unless the person or company is an individual, that amount is shown on its most recently prepared financial statements;
- (n) ___ a mutual fund or non-redeemable investment fund that, in the local jurisdiction, distributes its securities only to persons or companies that are accredited investors;
- (o) ___ a mutual fund or non-redeemable investment fund that, in the local jurisdiction, is distributing or has distributed its securities under one or more prospectuses for which the regulator 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, trading as a trustee or agent on behalf of a fully managed account;
- (q) ___ a person or company trading as agent on behalf of a fully managed account if that person or company is registered or authorized to carry on business under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction as a portfolio manager or under an equivalent category of adviser or is exempt from registration as a portfolio manager or the equivalent category of adviser;
- (r) ___ a registered charity under *the Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or other adviser registered to provide 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) through (e) and paragraph (j) in form and function; or
- (t) ___ a person or company in respect of which all of the owners of interest, direct or indirect, legal or beneficial, except the voting securities required by law to be owned by directors, are person or companies that are accredited investors.

SCHEDULE "B"

ONTARIO SECURITIES COMMISSION RULE 45-501 FORM 45-501F3

Introduction

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

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

Risks and Investment Strategy

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

Never believe that the investment is not risky. Among other risk factors, small business investments generally are highly illiquid. In particular, until the company goes public there are significant restrictions on the resale of its securities. Even after a small business goes public there may be very little liquidity in its shares. This lack of liquidity means that, if the company takes a turn for the worse or if you suddenly need the funds you have invested in the company, you may not be able to sell your securities.

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

Analyzing the Investment

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

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

6. How reliable is the financial information, if any, that has been provided to you? Is the information audited?
7. Is the company subject to any lawsuits?
8. What are the restrictions on the resale of the securities?

There are many other questions to be answered, but you should be able to answer these before you consider investing. If you have not been provided with the information you need to answer these and any other questions you may have about the proposed investment, make sure that you obtain the information you need from people authorized to speak on the company's behalf (e.g., management or the directors) before you advance any funds or sign any commitment to advance funds to the company. It is generally a good idea to meet with management of the company face-to-face.

Making Money on Your Investment

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

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

Conclusion

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

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

SCHEDULE "C"

ONTARIO SECURITIES COMMISSION RULE 45-501 ACCREDITED INVESTOR

The Subscriber in the Private Issuer Subscription Agreement to which this Schedule is attached hereby represents and warrants to the NGD General Partner Inc. the General Partner of the **NEXT GENERATION DENTISTRY LIMITED PARTNERSHIP** and its officers, directors and legal counsel and the **NEXT GENERATION LIMITED PARTNERSHIP** and its counsel that the Subscriber is an Accredited Investor as that term is defined in OSC Rule 45-501 and is by virtue of meeting one or more of the following criteria

(SUBSCRIBER MUST INITIAL ONE OR MORE OF THE FOLLOWING):

- (a) ___ a person or company registered under the securities legislation, or under the securities legislation of another jurisdiction of Canada, as an adviser or dealer, other than a limited market dealer registered under the Securities Act (Ontario);
- (b) ___ an individual registered or formerly registered under the securities legislation, or under the securities legislation of another jurisdiction of Canada, as a representative of a person or company referred to in paragraph (a);
- (c) ___ a registered charity under the *Income Tax Act* (Canada);
- (d) ___ an individual who, either alone or jointly with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000.00;
- (e) ___ an individual whose net income before taxes exceeded \$200,000.00 in each of the two most recent years or whose net income before taxes combined with that of a spouse exceed in \$300,000.00 in each of the two most recent years and who, in either case, reasonable expects to exceed that net income level in the current year;
- (f) ___ a spouse, parent, grandparent or child of an officer, director or promoter of the issuer;
- (g) ___ a corporation, limited partnership, limited liability partnership, trust or estate, other than a mutual fund or non-redeemable investment fund, that had net assets of at least \$5,000,000.00 as shown on its most recently prepared financial statements;
- (h) ___ a person or company that is recognized by the Commission as an accredited investor;
- (i) ___ a managed account if it is acquiring a security that is not a security of a mutual fund or non-redeemable investment fund; or
- (j) ___ a person or company in respect of which all of the owners of interest, direct or indirect, legal or beneficial, are person or companies that are accredited investors.

THIS IS EXHIBIT "D" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023



**NEXT GENERATION DENTISTRY GP LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Made the 22nd day of November, 2005

BETWEEN:

NGD INC.

a corporation incorporated pursuant to the laws of Alberta
(the "General Partner")

-and-

ESSENTIAL TALK NETWORK INC.

A corporation incorporated pursuant to the laws of the Province of Alberta
("ETN")

-and-

THE BEAN FAMILY TRUST

A family trust settled in the province of Alberta
("BFT")

-and-

THE LAWSON FAMILY TRUST

a family trust settled in the province of Alberta
("LFT")

-and-

1083780 ALBERTA LTD.

A corporation incorporated pursuant to the laws of the Province of Alberta
("1083780")

(collectively, the "Limited Partners")

WHEREAS the General Partner and the Limited Partners wish to establish a limited partnership (the "Partnership") for the purpose of acting as the General Partner of the Next Generation Dentistry Limited Partnership ("NGD LP");

AND WHEREAS there have been issued and there are now outstanding 325 Common Shares registered in the name of ETN, 150 Common shares registered in the name of BFT, 100 Common Shares registered in the name of LFT, and 425 Common Shares registered in the name of 1083780, all in the capital stock of the General Partner;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting Principals but excluding interest income, amortization of deferred charges, and depreciation.
- (c) "Affiliate" means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;
 - (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the *Tax Act*) with the corporation or any person referred to in clause (i) above;
- (d) "Agreement" means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) "Capital Contribution" means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (f) "Certificate" means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act ;
- (g) "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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (h) "Fiscal Year" means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from November 22, 2005 to December 31, 2005;
- (i) "General Partner" means a General Partner of the Partnership, the first General Partner being NGD Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;

- (j) "Gross Revenue" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (k) "Limited Partner" or "Partner" means any person whose subscription for Units is accepted by the General Partner and any other person contributing Capital to the Partnership as a Limited Partner, their successors and assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners, and "Limited Partners" and "Partners" have corresponding meanings;
- (l) "Limited Partnership" or "Partnership" means the "Next Generation Dentistry GP Limited Partnership", a limited partnership formed on November 22nd, 2005, upon the registration of a Certificate under the laws of the Province of Alberta;
- (m) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership) by the total number of Units of the Partnership outstanding at such time;
- (n) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting Principals applied on a consistent basis from year to year;
- (o) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (p) "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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (q) "Principal" means:
 - (i) in the case ETN: Mark Genuis
 - (ii) in the case of LFT: Jim Lawson;
 - (ii) in the case of BFT: Warren Bean; and
 - (iii) in the case of 1083780; Claude Boutin Family Trust or Lorne Kameichuck Family Trust.
- (r) "Special Resolution" means:

- (i) a resolution passed by more than 75% 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 in the aggregate not less than 100% of the total votes that could be cast at such meeting or adjournment thereof;
- (s) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
 - (t) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;
 - (u) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, amount of income or loss of the Partnership for such Fiscal Year as determined by the General Partner in accordance with this Agreement and the Tax Act;
 - (v) "Unit" means an interest in the Partnership and "Units" has a corresponding meaning; and
 - (w) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a business day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the

next succeeding business day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney.

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Limited Partners hereby acknowledge confirm and agree to form a partnership constituted as a limited partnership pursuant to the Act, that the Partnership is being formed as a limited partnership to carry on business under the firm name and style of "NEXT GENERATION DENTISTRY GP LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 Name of the Partnership

The Partnership shall carry on business under the name "NEXT GENERATION DENTISTRY GP LIMITED PARTNERSHIP".

2.3 Maintaining Status of the Partnership

The General Partner shall be the General Partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 Fiscal Year

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2005 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 Business of the Partnership

The Partnership has been formed for the purpose of acting as the General Partner of Next Generation Dentistry Limited Partnership.

2.6 Head Office and Mailing Addresses

The Partnership shall maintain its head office and mailing address at 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.

2.7 Term

The Partnership shall continue for a term of 50 years, until December 31, 2055, unless terminated earlier pursuant to the terms of this Agreement.

2.8 Status of General Partner

The General Partner represents, warrants covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a corporation incorporated and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the *Tax Act*;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General

Partner or any other person;

- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner; and
- (n) shall obtain the consent of each Limited Partner before accepting any additional subscriptions to the Partnership.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the *Tax Act*;
- (b) is not a "non-Canadian" within the meaning of the *Investment Canada Act*;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association, trust or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer its Units to any person, firm, corporation, partnership, unincorporated association or other entity, which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carrying out the objects, purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership:

- (a) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate for the business or ancillary thereto;
- (b) to manage, administer, convert, develop, operate and dispose of any and all properties or assets of the Partnership and in general to engage in any and all phases of the business of the Partnership;
- (c) to admit any person as a Limited Partner subject to the provisions hereof, subject to the unanimous consent of the Limited Partners;
- (d) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (e) to open and operate one or more bank accounts, with full and exclusive signing authority on behalf of the Partnership, in order to deposit, disburse and distribute funds of the Partnership;
- (f) to enter into on behalf of the Partnership, execute and carry out all agreements which require execution by or on behalf of the Partnership, including, without limiting the generality of the foregoing, agreements with third parties so that services may be rendered to the Partnership in the normal course of its affairs;
- (g) to act on behalf of the Partnership with respect to any and all actions or other proceedings brought by or against the Partnership;
- (h) to prepare and file all tax returns, information returns, elections, determinations and designations under the Tax Act or any other taxation or other legislation of like import of Canada or any of the provinces or other jurisdictions in respect of the affairs of the Partnership;
- (i) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement;
- (j) to execute any and all deeds, documents and instruments and to do all other acts as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining any independent contractors to carry out the foregoing; and
- (k) to distribute property of the Partnership in accordance with the provisions of this Agreement;

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this

Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.4 Reimbursement for Costs and Expenses

The General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.5 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Extraordinary Resolution.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.6 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any

jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;

- (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates and the execution of any elections under the Tax Act and under any analogous provincial legislation;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the Tax Act or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
 - (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.7 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount

allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.8 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.9 *Restrictions upon the General Partner*

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.10 *Employment of an Affiliate*

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.11 *Payments*

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.12 *Liability of the General Partner*

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 Resignation of General Partner

The General Partner may resign as General Partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners.

4.2 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as General Partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 Effective Date of Deemed Resignation of General Partner

In the event of the deemed resignation of the General Partner as the General Partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the General Partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor General Partner.

4.4 Assignment by General Partner

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.5 Transfer of Management to New General Partner

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.6 Release of General Partner

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs,

demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals of the General Partner have been released by the Partnership's lenders.

4.7 Powers, Duties and Obligations of New General Partner

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the Capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its share of any undistributed income of the Partnership as hereinafter provided.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 *Number of Units*

The interests of the Limited Partners in the Partnership shall be divided into and represented 1000 Units. Each Unit represents an undivided interest in the Partnership.

6.2 *Nature of Units*

A Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of any cash available for distribution; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 *Subscription Forms*

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as the General Partner may request.

6.4 *Subscription for Units*

No Subscription may be made or shall be accepted for a fraction of a Unit. Except for Accredited Investors, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 *Unit Certificates*

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register as a Limited Partner and on the Certificate and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber.

6.6 *Receipt by Limited Partner*

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's contribution to Capital and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons as are authorized by either this Agreement or by law to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and
 - (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned or transferred by a Limited Partner or his agent duly authorized in writing without the unanimous consent of the Limited Partners.

6.10 Parties Not Bound to See to Trust or Equity

Except where specific provision has been made in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.11 Pledge of a Unit

Neither a Limited Partner nor a Principal shall pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.12 Liability on Transfer

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.13 Successors in Interest of Partners

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.14 Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner or a Principal, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement; and
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement.

In the absence of compliance with section 6.14 (a) (b) and (c):

- i) such entitlement will not be recognized;
- ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
- iii) no amendment to the records of the Partnership will be made; and
- iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

ARTICLE VII

CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

7.1 *Contributions of Capital*

The initial capital contribution of the General Partner is \$1.00.

7.2 *Cash Calls*

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners.

7.3 *Allocation of Taxable Income and Tax Loss*

- (a) The Adjusted Net Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) ZERO POINT ONE (0.1%) PERCENT; and
 - (ii) the balance of the Adjusted Net Income for that Fiscal Year shall be allocated to the Limited Partners in amounts equal to NINETY NINE POINT NINE (99.9%) PERCENT, such amount to be distributed in accordance with the Limited Partners' Capital Contribution, on a *pro rata* basis.
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis;
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.3 to the Limited Partners shall be allocated to the Limited Partners of record on the last day of the Fiscal Year; and
- (d) where there is more than one General Partner in a Fiscal Year, the Adjusted Net Income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.3 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.4 *Allocation and Distribution of Capital Receipts*

- (a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness, any taxes, expenses or adjustments required in relation to the transaction) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Partnership ("Capital Distribution") shall be distributed as follows:
 - (i) the amount, if any required to pay the arrears of any costs and expenses owing to the General Partner pursuant to s. 3.8; and thereafter;
 - (ii) the amount, if any, required to repay the principal amount and interest on loans from the General Partner; and thereafter

- (iii) the amount, if any, required for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership; and thereafter
- (iv) then, the remaining Capital Distribution shall be allocated:
 - (a) POINT ONE (0.1%) PERCENT to the General Partner; and
 - (b) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with the Limited Partners Capital Contributions, on a *pro rata* basis.

7.5 *Commingling of Funds*

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.6 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.7 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of Capital Receipts or otherwise) are charged.

7.8 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of Capital or on any negative balance in his current account.

7.9 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.10 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.11 *Return of Capital*

A Limited Partner is entitled to demand a withdrawal or receive a return of his Capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 *Books and Records*

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 *Annual Financial Information*

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an audited reconciliation of actual results with those forecast or projects. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by April 15 of the following year to assist in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 *Other Information*

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 *Meetings*

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting.

10.2 *Place of Meeting*

Every meeting will be held 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.

10.3 *Notice of Meeting*

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 70 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.5 Trusts

A Limited Partner that is a trust may appoint a Principal or agent as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.6 Attendance of Others

Representatives of the General Partner and of their accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.7 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.8 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.9 Minutes

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.10 Quorum

Quorum shall not be less than ONE HUNDRED (100%) PERCENT of the Limited Partners.

10.11 Voting

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.12 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.13 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.14 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (b) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (c) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (d) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (e) changing the Fiscal Year;

- (f) dissolving or terminating the Partnership;
- (g) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (h) consenting to any amendment to this Agreement except an amendment to sections 2.8(n), 10.21, and Article VII.

10.15 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to sections 2.8(n), 10.21, or Article VII; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.16 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

ARTICLE XI DISSOLUTION AND LIQUIDATION

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interests and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2055.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (b) to pay all expenses incurred in the winding-up of the Partnership;

- (c) to pay all of the liabilities of the Partnership in the manner required by law;
- (d) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (e) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (f) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 capital contribution and no more.

11.3 Events Not Causing Dissolution

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 Competing Interests

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of the same nature as and competing with that of the Partnership, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith, which might otherwise be imposed upon it as a partner by common law, statute or otherwise.

12.2 Notices

- (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 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 telecopy addressed to:

NGD INC. (General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828,

Attention: Mark Genuis

and such notice shall be considered to have been given, if delivered or sent by telecopy

or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile to:

Essential Talk Network Inc. (Limited Partner) c/o Wilson Laycraft 1601, 333 - 11 th Ave SW Calgary AB T2R 1L9	Lawson Family Trust (Limited Partner) c/o Wilson Laycraft 1601, 333 - 11 th Avenue SW Calgary, AB T2R 1L9
Bean Family Trust(Limited Partner) 220 Pump Hill Crescent SW Calgary, AB T2V 4L5	1083780 Alberta Ltd. Calgary, Alberta

and such notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effects to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with

the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law


This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.


IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

NDG Inc.



Per: Mark Genuis, President c.s.

ESSENTIAL TALK NETWORK INC.



Per: Mark Genuis, President

1083780 ALBERTA LTD.



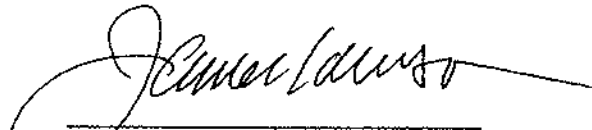
Per:

BEAN FAMILY TRUST per its Trustees



Per:

LAWSON FAMILY TRUST per its Trustees



Per:

Per:

Per:

THIS IS EXHIBIT "E" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

W. Gillespie

FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP AGREEMENT

Dated as of the 26th day of May, 2006

BETWEEN:

FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP
a limited partnership subsisting under the laws of Alberta

(the "General Partner"),

-and-

EACH PERSON WHOSE SUBSCRIPTION FOR UNITS IS ACCEPTED BY THE GENERAL PARTNER AND ANY OTHER PERSON CONTRIBUTING CAPITAL TO THE PARTNERSHIP AS A LIMITED PARTNER, THEIR SUCCESSORS AND PERMITTED ASSIGNS, AND, IN EACH CASE, WHO IS SHOWN AS A LIMITED PARTNER ON THE CERTIFICATE AND REGISTER OF LIMITED PARTNERS

(the "Limited Partners")

WHEREAS the General Partner and the Limited Partner wish to establish a limited partnership (the "Partnership") for the purpose of developing, commercializing, marketing and selling an emergency personal educational resource centre and communication platform (the "Project"), all on the terms and conditions set forth in this Agreement;

AND WHEREAS the General Partner on behalf of the Partnership has agreed to use its best efforts to raise capital by offering limited partnership units (the "Units") of the Partnership by way of a private placement and to admit qualified subscribers for such Units as Limited Partners;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

ARTICLE I INTERPRETATION

1.1 *Definitions*

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, depreciation, any gain realized by the Partnership from the Project as a result of a disposition of capital assets and any General Partner Incentive Allocation paid or payable;
- (c) "Affiliate" means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;
 - (ii) a director or officer of the corporation or of any person referred to in

clause (i) above; or

- (iii) a person who does not deal at arm's length (within the meaning of the *Tax Act*) with the corporation or any person referred to in clause (i) above;
- (d) "Agreement" means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) "Assignment" means the assignment of a Unit as provided for in section 6.9;
- (f) "Business Day" means a day, other than a Saturday or Sunday, on which Schedule I Canadian chartered banks are open for business in Calgary, Alberta;
- (g) "Capital Contribution" means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (h) "Cash Available for Distribution" means, for a particular period, the amount, if any, by which:
 - (i) the sum of:
 - (A) Gross Revenue;exceeds the sum of:
 - (A) Operating Costs;
 - (B) the General Partner Incentive Allocation; and
 - (C) any amount deemed by the General Partner to be necessary as a reserve for Operating Costs, debt reduction or capital expenditures;
- (i) "Certificate" means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act;
- (j) "Closing Date" means the date on which the General Partner determines in its sole discretion to close on one or more subscriptions for Units and all other closing conditions, if any, have been satisfied;
- (k) "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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (l) "Fiscal Year" means the first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2006 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending

on December 31 of each and every year;

- (m) "General Partner" means a General Partner of the Partnership, the first General Partner being First Response International General Partner Limited Partnership, and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (n) "General Partner Incentive Allocation" means, in any particular Fiscal Year, means a distribution by the Partnership to the General Partner as a distribution of Adjusted Net Income earned by the Partnership as compensation for the services provided by the General Partner pursuant to the terms of this Agreement, such amount being determined in accordance with Section 7.4, commencing upon the date which the General Partner began incurring expenses in relation to the Project on behalf of the Limited Partnership, including, but not limited to, any arrears of the General Partner Incentive Allocation which shall continue to be a payable of the Limited Partnership;
- (o) "Gross Revenue" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (p) "Investment Canada Act" means the *Investment Canada Act* (Canada) as the same may be amended or re-enacted from time to time;
- (q) "Investment Income" means interest from all sources and all other investment income of any nature or kind;
- (r) "Limited Partner" or "Partner" means the Limited Partner, any person whose subscription for Units is accepted by the General Partner, their successors and permitted assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners and who is bound by this Agreement, and "Limited Partners" and "Partners" have corresponding meanings;
- (s) "Limited Partnership" or "Partnership" means the "First response international Limited Partnership", a limited partnership formed on May 26th, 2006, upon the registration of a Certificate under the laws of the Province of Alberta;
- (t) "Management Fee" means the General Partner Incentive Allocation;
- (u) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership determined in accordance with generally accepted accounting principals) by the total number of Units of the Partnership outstanding at such time;
- (v) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;

- (w) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership, other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (x) "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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (y) "Project" means an emergency personal educational resource centre and communication platform and all property to be acquired by the Partnership for use in connection with the operation of the business of the Partnership;
- (z) "Sharing Ratio" means, with respect to any holder of Units, the ratio of the number of Units held by such Limited Partner to the total number of Units then outstanding, which proportion determines each Partner's interest or obligation in the Partnership for all purposes and his share in the allocation and distribution of Net Income and Net Loss of the Partnership, providing that, where a holder of Units has not owned the Units during the entire Fiscal Year for which a distribution will be made, such ratio shall take into consideration the number of days during the Fiscal Year that such Units were held in relation to the other Unit holders;
- (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 in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
- (bb) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
- (cc) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the *Tax Act* also refers to a like or similar provision of any successor or replacement federal legislation;
- (cc) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, the amount of income or loss of the Partnership for such Fiscal Year, as determined by the General Partner in accordance with this Agreement and the *Tax Act*;
- (ee) "Unit" means a Unit of Limited Partner's interest in the Partnership as provided in this Agreement and "Units" has a corresponding meaning; and

- (ff) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding Business Day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney.

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Limited Partner hereby acknowledge and confirm the formation of the partnership as a limited partnership pursuant to the Act, that the Partnership has been formed as a limited partnership to carry on business under the firm name and style of "FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partner, provided that the General Partner files a Certificate under the Act as required. The General

Partner and each Limited Partner shall execute and deliver as promptly as possible any documents necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Partnership under applicable laws. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 *Name of the Partnership*

The Partnership shall carry on business under the name "First Response International Limited Partnership".

2.3 *Maintaining Status of the Partnership*

The General Partner shall be the General Partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation and continuance of the Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of the information available to it in order to maintain the status of the Partnership as a limited partnership under the Act. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 *Fiscal Year*

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2006 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 *Business of the Partnership*

The Partnership has been formed for the purpose of acquiring, developing and commercializing the Project and carrying on for profit the business of operating the Project, by earning income from the Project and by distributing any surplus funds (being funds not required for the operation, expansion or debt reduction of the Project), all on the terms and conditions set forth in this Agreement. The Partnership shall not carry on any other business.

2.6 *Head Office and Mailing Addresses*

The Partnership shall maintain its head office and mailing address at 120, 1289 Highfield Crescent SE, Calgary, Alberta, T2G 5M2 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.

2.7 *Term*

The Partnership shall continue for a term of 50 years, until December 31, 2056, unless terminated earlier pursuant to the terms of this Agreement and amendments thereto.

2.8 Status of General Partner

The General Partner represents, warrants, covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a limited partnership registered and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the *Tax Act*;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the *Tax Act*; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the *Tax Act*;
- (b) is not a "non-Canadian" within the meaning of the *Investment Canada Act*;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change his, her or its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer his or its Units to any person, firm, corporation, partnership, unincorporated association or other entity, which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

If the Limited Partners propose by Special Resolution to dissolve the Partnership or if the Partnership is subject to tax under Part XIII of the *Tax Act* as a result of one or more of the Limited Partners not being resident in Canada, the General Partner may require those Limited Partners who are then not resident in Canada for purposes of the *Tax Act* or who are non-Canadians for the purpose of the *Investment Canada Act* to transfer their Units to residents of Canada. If a non-resident Limited Partner fails to transfer his, her or its Units to a resident of Canada who qualifies to hold Units under the terms of this Agreement within 30 days of the giving of a notice to such non-resident Limited Partner to transfer such Units, the General Partner shall be entitled to sell such Units on behalf of such non-resident Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner, the price shall be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal shall be final and binding on the Partnership, the General Partner and the Limited Partner(s) so affected. The cost of such appraisal shall be borne by the Limited Partner(s) whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner shall have authority to manage the business and affairs of the Partnership and to make all decisions or take such actions or to delegate decisions or actions regarding the activities of the Partnership as the General Partner deems necessary or

advantageous to the Partnership. The General Partner shall have the exclusive authority to bind the Partnership and to admit Limited Partners. No person dealing with the Partnership shall be required to verify the power of the General Partner to take any measure or any decision in the name of the Partnership. Without limiting the foregoing, but always in pursuance of the activities of the Partnership, the General Partner shall be vested with the following powers that shall be exercised in accordance with the provisions of this Agreement and the *Partnership Act*:

- (a) to execute and carry out all agreements, documents, deeds and instruments on behalf of the Partnership involving matters or transactions in furtherance of, in connection with or ancillary to the activities of the Partnership and the purpose and intent of this Agreement;
- (b) to open and manage in the name of the Partnership bank accounts and to name signing officers for these accounts, to borrow funds in the name of the Partnership and to spend the capital of the Partnership in the exercise of any right or power possessed by the General Partner;
- (c) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate in furtherance of, in connection with or ancillary to the activities of the Partnership;
- (d) to conclude agreements with third parties pursuant to which services may be rendered to the Partnership or pursuant to which certain rights, powers and authority of the General Partner under this Agreement may be delegated to such third parties, including the Design, Development and Licence Agreement;
- (e) subject to Article 10, to decide in its sole and absolute discretion any time when property of the Partnership shall be distributed to the Partners and the amount of any such distribution;
- (f) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (g) to take all actions reasonably necessary to deal with the investments of the Partnership including execution of documents in the name of and on behalf of the Partnership;
- (h) to acquire or dispose of, and to enter into agreements related to, options, rights of first refusal, and other commitments to acquire or dispose of any property of the Partnership and to exercise all rights, powers, privileges and other incidents of ownership on behalf of the Partnership with respect to the investments of the Partnership as the General Partner in its sole discretion sees fit, including to exercise voting rights, rights of conversion, exchange or subscription options, exercising warrants and other rights of (or incidental to) any investments of the Partnership, to enter into shareholders' agreements or other like agreements and to monitor and to enforce any agreement made with respect to any investments of the Partnership;
- (i) to commence, defend, compromise and settle any action or proceeding in connection with the Partnership or the investments of the Partnership, except in respect of matters adverse in interest to the General Partner;
- (j) to obtain any insurance coverage;

- (k) to provide for and arrange for payment of all debts, expenses, liabilities and other obligations relating to the Partnership;
- (p) generally to perform all such other acts as it considers necessary or advantageous in connection with the business and affairs of the Partnership; and
- (q) to purchase, develop, manage and commercialize the Project on behalf of the Partnership.

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Sale of Assets

The General Partner shall not cause the Partnership to sell or otherwise dispose of all or any part of the Project (other than furnishings, equipment, appliances and similar property that is no longer required for the business of the Partnership, or that is in the ordinary course of the Partnership's business), other than a sale of all the Project where such sale has been approved by the Limited Partners expressed by Special Resolution.

3.4 Borrowing

Without limiting the generality of the foregoing, the General Partner has the power and authority, for and on behalf of the Partnership, to:

- (a) in connection with any borrowings, draw, borrow money from time to time, without limit as to the amount, and to make, execute and issue promissory notes, evidences of indebtedness and other negotiable or non-negotiable evidences of borrowings of the Partnership and grant security in any form for the payment of such borrowings;
- (b) enter into loan agreements with one or more lenders containing such terms and conditions governing loans made or to be made to the Partnership, which the General Partner considers appropriate, or to grant security in accordance with provisions of such agreements;
- (c) secure the payment of money borrowed for the Partnership or other indebtedness or liability of the Partnership and finance charges, negotiation fees, standby charges, and other liabilities incurred or to be incurred in connection with such borrowing by mortgage of, security interest in, or other charge on all or any property of the Partnership and to issue bonds, debentures, mortgages and other instruments to evidence the Partnership's obligations; and
- (d) advance or loan funds to the Partnership, or borrow, on behalf of the Partnership, funds from Affiliates, to the extent that funds may be necessary for the payment of Operating Costs or expenditures of a capital nature. The rate of interest and any other expenses relative to such advances or borrowing shall correspond to that which the General Partner or such Affiliate pays in relation to borrowings from its principal lenders, but shall never surpass that which the Partnership could obtain from recognized financial institutions with

respect to similar borrowings.

3.5 *Interim Investment*

The General Partner may, but shall not be required, to invest the funds of the Partnership not immediately required for the conduct of the business of the Partnership in, and only in, secured investments as prescribed by the *Trustees Act*, R.S.A. 2000, Chapter T-8.

3.6 *Exercise of Powers and Discharge of Duties*

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.8 *Fees and Reimbursement for Costs and Expenses*

In addition to the General Partner Incentive Allocation, the General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.9 *Insurance*

The General Partner, at the expense of the Partnership, shall at all times maintain or cause to be maintained public liability insurance and "all risks" physical loss or damage insurance against all assets of the Partnership, in an amount deemed by the General Partner to be prudent in the circumstances.

3.10 *Amendment of Agreement*

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Special Resolution; provided, however, that the consent of the General Partner is required in respect of proposed amendments materially affecting its rights, including, without limitation, where it is proposed to amend this Agreement to vary the interest of the General Partner including, without limitation, any expenses, fees, allocations or distributions to which the General Partner is entitled pursuant to this Agreement, or to vary the term of the Partnership; and provided further that the provisions herein regarding approval of a sale of all the Project may only be amended with the consent of the Limited Partners given by Special Resolution.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to

which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or

- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.11 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or Certificates, the execution of any elections under the *Tax Act* and under any analogous provincial legislation and the distribution of the assets of the Partnership;
 - (iv) any instrument relating to the admission of additional or substituted Limited Partners;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the *Tax Act* or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;

- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
- (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and permitted assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.12 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.13 *Transactions Involving Affiliates*

The validity of a transaction, agreement or payment involving the Partnership and an Affiliate of the General Partner is not affected by reason of the relationship between the General Partner and the Affiliate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partners, all of whom may be officers or directors of or otherwise interested in or related to the Affiliate. The General Partner and its Affiliates and any directors or officers of such person, if any, who hold Units shall be entitled to vote on any Special Resolution or Extraordinary Resolution in respect of a matter that, if approved, entitles the Partnership to enter into transactions providing for the delivery of services by the General Partner or its Affiliates or the purchase by the Partnership of property or assets from the General Partner or its Affiliates, except for transactions completed on a non-arm's length basis, for which the value of the services or goods exceeds \$1,000,000.00 in value in any one fiscal year, or the property or assets dealt with are not valued at fair market value which shall require an Extraordinary Resolution.

3.14 *Safekeeping of Assets*

The General Partner is responsible for the safekeeping and use of all funds and assets

of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another person to employ the funds or assets except for the exclusive benefit of the Partnership and in trust therefore, all in accordance with this Agreement.

3.15 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.16 *Restrictions upon the General Partner*

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.17 *Employment of an Affiliate*

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.18 *Payments*

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.19 *Liability of the General Partner*

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 *Resignation of General Partner*

Prior to January 1, 2009, the General Partner shall not sell, assign or otherwise dispose of its interest (other than to an Affiliate as hereinafter provided), cease to act or withdraw as

the General Partner of the Partnership without the consent of the Limited Partners expressed by Special Resolution. On or after January 1, 2009, the General Partner may resign as General Partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners and such resignation shall become effective upon the earlier of the appointment of a new General Partner by the Limited Partners expressed by a Special Resolution and the last day of the calendar quarter in which such 180-day period ends. The General Partner shall not be permitted to withdraw its resignation once the written notice has been communicated to the Limited Partners except by ordinary resolution of the Limited Partners. At the time of giving notice of resignation, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor General Partner.

4.2 *Deemed Resignation of General Partner*

The General Partner shall be deemed to resign as General Partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith, which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner provided that the trustee, receiver or receiver and manager perform its functions for a period of 30 days, or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 *Effective Date of Deemed Resignation of General Partner*

In the event of the deemed resignation of the General Partner as the General Partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the General Partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor General Partner.

4.4 *Removal of General Partner by Limited Partners*

Subject to paragraph 4.7, in the event that it is in default of any obligation or duty hereunder, the General Partner shall give written notice thereof to the Limited Partners within 10 days of becoming aware of such default. If such default is not rectified within 30 days after the giving of notice thereof by the General Partner, the General Partner may be removed as the General Partner of the Partnership by a Special Resolution of the Limited Partners, which Special Resolution shall also appoint a new General Partner. The appointment of the new General Partner and the removal of the General Partner shall be effective upon the date specified in such Special Resolution. Upon the removal of the General Partner pursuant to this section 4.4, the General Partner, in its capacity as the General Partner, shall not be entitled to any interest or distribution related to the Partnership other than a distribution which has been declared but not distributed and other than to its share (being the proportion of the number of days in the Fiscal Year that the General Partner served as General Partner of the Partnership is of the total number of days in the Fiscal Year), if any, of the General Partner incentive

Allocation for the particular Fiscal Year; provided that the conditions precedent to the payment to the General Partner of the General Partner Incentive Allocation as set out in section 7.4 hereof have been met. Under no circumstances will the General Partner, if removed, be entitled to any compensation for loss of any future entitlement or for the value of its interests in the Partnership (exclusive of its interest as a Limited Partner, if any). The Limited Partners shall not otherwise be entitled to remove or replace the General Partner, except in accordance with this paragraph.

4.5 *Assignment by General Partner*

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.6 *Transfer of Management to New General Partner*

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.7 *Release of General Partner*

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals and or shareholders of the General Partner have been released by the Partnership's lenders.

4.8 *Powers, Duties and Obligations of New General Partner*

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 *Unlimited Liability of General Partner*

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership. The General Partner will not be liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred upon it by this Agreement (other than an act or omission, which is in contravention of this Agreement or which results from or arises out of negligence or wilful misconduct in the performance of, or wilful disregard of, the obligations or duties of the General Partner under this Agreement) or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its pro rata share of any undistributed income of the Partnership as hereinafter provided. Except as provided in section 5.3, a Limited Partner will have no further personal liability and, following the full payment of its subscription price, a Limited Partner will not be liable for any further calls or assessments or further contributions to the Partnership. However, if as a result of a distribution to the Partners, the capital of the Partnership is reduced and the Partnership becomes unable to discharge its debts in the normal course, each Partner having received any such distribution, agrees to return same, with interest, to the Partnership to the extent necessary to restore the capital of the Partnership to its existing amount immediately before such distribution.

The Limited Partners acknowledge the possibility that, among other reasons, they may lose their limited liability:

- (a) to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province but operating, owning property or incurring obligations in another province; or
- (b) by taking part in the control or management of the business; or
- (c) as a result of false or misleading statements in the record, if they become aware of such false or misleading statements and fail within a reasonable time to take steps to cause the record to be corrected, in which case they may be liable to third parties.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the

General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 *Number of Units*

The interests of the Limited Partners in the Partnership shall be divided into and represented by an unlimited number of Units. Each Unit represents an undivided interest in the Partnership. No fractional Units shall be issued or shall be permitted to be issued, transferred or assigned.

6.2 *Nature of Units*

A Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of cash as determined by the General Partner in accordance with this Agreement; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 *Subscription Forms*

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as necessary and consistent with the terms herein as the General Partner may request.

6.4 *Subscription for Units*

No Subscription may be made or shall be accepted for a fraction of a Unit. The General Partner shall have the right, in its discretion, to refuse acceptance of any subscription for Units. If, for any reason, a subscription for Units is not accepted or such subscription is accepted but the subscriber is not entered as a Limited Partner, the General Partner shall cause the Partnership to refund, without interest, to the subscriber the subscription price for such Units paid by such subscriber. Upon the acceptance of such subscription by the General

Partner, the General Partner will amend any required filings (including the Certificate) and show the name of the subscriber as a Limited Partner and the number of Units held by such subscriber as a Limited Partner and make such filings and recordings as are required by law, and such subscriber shall thereupon become a Limited Partner. Except for accredited investors as that term is defined in the *Securities Act* (Alberta) and any regulations, policies or instruments adopted thereto, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 Unit Certificates

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register and on the Certificate as a Limited Partner, and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber. Every Unit Certificate shall be signed manually by an authorized signatory of the General Partner. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid post addressed to such Limited Partner at the address shown in the Register (or in the case of a Unit recorded in the name of one or more persons, to any one of such persons), and neither the Partnership nor the General Partner shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

6.6 Receipt by Limited Partner

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's Capital Contribution and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons, as are authorized by either this Agreement or by law, to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and

- (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as it is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned and transferred by a Limited Partner or his agent duly authorized in writing until the following conditions are satisfied:

- (a) the transferor has delivered to the General Partner the Unit Certificate representing such Unit and an executed transfer of the Unit in a form as is acceptable to the General Partner and executed in a form acceptable to the General Partner and the General Partner has consented to the proposed transfer;
- (b) the transferee has agreed in writing to be bound by the terms of this Agreement, to give the power of attorney set out in Section 3.11 hereof, to make the representations set out in section 2.10 hereof and to assume the obligations of the Limited Partner under this Agreement in respect of the Unit being transferred to him;
- (c) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Partnership by reason of the transfer; and
- (d) such other requirements as may be required by law or may reasonably be required by the General Partner;

provided that the transferee of a Unit will not become a Limited Partner in respect of that Unit until all filings and recordings required by law validly giving effect to a transfer have been duly made as referred to hereunder.

When the transferee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit such person to the Partnership as a Limited Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Partnership as a Limited Partner, without any further act of the Limited Partners. The General Partner will:

- (a) record such assignment and transfer at the registered office of the Partnership;
- (b) amend the Certificate showing the name of the transferee as a substituted Limited Partner;
- (c) make such filings and cause to be made such recordings as are required by law;

- (d) forward to the transferor a notice of the transfer; and
- (e) forward to the transferee, or in accordance with any order or direction of the transferee, a Unit Certificate representing receipt of the Unit transferred.

6.10 *No Assignment of Fractions*

No assignment of a fraction of a Unit may be made or will be recognized or entered in the Register.

6.11 *Parties Not Bound to See to Trust or Equity*

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.12 *Pledge of a Unit*

A Limited Partner shall not pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.13 *Liability on Transfer*

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.14 *Successors in Interest of Partners*

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.15 *Incapacity, Death, Insolvency or Bankruptcy*

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement;

- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement; and
- (d) in the absence of compliance:
 - i) such entitlement will not be recognized;
 - ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
 - iii) no amendment to the record will be made; and
 - iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

6.16 *Lost Unit Certificates*

Where a Limited Partner claims that the Unit Certificate representing a Unit recorded in his name has been defaced, lost, apparently destroyed or wrongly taken the General Partner shall cause a new Unit Certificate to be issued, provided that the Limited Partner files with the General Partner an affidavit of loss and such indemnification as is satisfactory to the General Partner in the form and in an amount satisfactory to the General Partner to protect the Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate and provided further that the Limited Partner satisfies all other reasonable requirements imposed by the Transfer Agent, including delivery of a form of proof of loss.

ARTICLE VII CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

7.1 *Contributions of Capital*

The initial capital of the Partnership shall be the aggregate amount of the capital contributed by the General Partner and the Limited Partner. The initial Capital Contribution of the General Partner is \$1.00. The initial capital contribution of the Limited Partner is \$10,000.00.

7.2 *Private Placement of Units*

- (a) The General Partner will use its best efforts to raise capital for the Partnership's Project by offering to individuals, who have common bonds of association with a senior officer, director or promoter of the General Partner and accredited investors by way of a private placements on the terms set forth herein and will admit qualified subscribers for such Units as Limited Partners.
- (b) The subscription price for Units shall be determined by the General Partner.
- (c) The subscription price for each Unit subscribed for shall be payable in full.

- (d) Proceeds derived from subscriptions for Units pursuant to the offering, shall be applied by the Partnership, at the sole discretion of the General Partner, pursuant to the terms contained herein.

Notwithstanding the foregoing, but subject to paragraph 7.3, nothing contained herein shall limit the General Partner's discretion to issue Units in numbers and at subscription prices as it deems necessary.

7.3 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners. However, the General Partner shall always be entitled to issue additional Units providing that, where the General Partner determines that it is necessary to raise additional capital at a subscription price that is less than the subscription price for Units in the Partnership's most recent offering, then the General Partner shall first offer the offering of additional Units to the existing Limited Partners on a *pro rata* basis based upon the then current issued and outstanding Units of the Partnership, and only after such offer has been extended and some portion of the offering remains unsubscribed, shall the General Partner offer Units to the public.

7.4 General Partner Incentive Allocation

For any Fiscal Year that the Partnership earns Adjusted Net Income, the General Partner shall be entitled to receive the General Partner Incentive Allocation. The General Partner Incentive Allocation shall be equal to FIFTY (50%) PERCENT of the Adjusted Net Income for the then current fiscal period.

Distribution of the General Partner Incentive Allocation shall be made at the end of the relevant Fiscal Year, provided that if there is more than one General Partner in that Fiscal Year, the General Partner Incentive Allocation shall be allocated and distributed to the General Partners on the basis determined as the proportion that the number of days in that Fiscal Year that the particular General Partner served as General Partner of the partnership is of the total number of days in the Fiscal Year.

7.5 Allocation of Taxable Income and Tax Loss

- (a) The Taxable Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) to the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) an amount equal to any General Partner Incentive Allocation that is distributable for that Fiscal Year; and
 - (ii) the balance of the Taxable Income for that Fiscal Year shall be allocated to the Limited Partners in accordance with such Limited Partner's Sharing Ratio;
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with such Limited Partner's Sharing Ratio;
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.5 to the Limited Partners shall

be allocated to the Limited Partners of record on the last day of the Fiscal Year according to their respective Sharing Ratio; and

(d) where there is more than one General Partner in a Fiscal Year, the Taxable Income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.5 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.6 Allocation and Distribution of Capital Receipts

(a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness including indebtedness secured by charges on the Project, any taxes, expenses or adjustments required in relation to the transaction) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Project ("Capital Distribution") shall be distributed as follows:

(i) the lesser of the amount of the Capital Distribution so received and the amount, if any, of arrears of General Partner Incentive Allocations and any current General Partner Incentive Allocation payable at the time of such disposition and any arrears of, and thereafter

(ii) the lesser of:

(A) the amount of the Capital Distribution so received by the Partnership in that Fiscal Year that is not required to be distributed in accordance with clause 7.6(a)(i); and

(B) the amount, if any for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership

shall be distributed to the General Partner and the Limited Partners as follows:

(I) first, if each Limited Partner has not received distributions equal to or in excess of that Limited Partner's Capital Contributions to the Partnership, then each Limited Partner shall receive 100% of the remaining Capital Distribution which, when combined with previous distributions, equals the Capital Contribution of the Limited Partners; then

(II) the remaining Capital Distribution shall be allocated:

(a) FIFTY (50%) PERCENT to the General Partner; and

(b) FIFTY (50%) PERCENT to the Limited Partners.

7.7 Commingling of Funds

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.8 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.9 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of capital receipts or otherwise) are charged.

7.10 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital Contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of capital or on any negative balance in his current account.

7.11 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.12 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.13 *Return of Capital*

A Limited Partner is entitled to demand a withdrawal or receive a return of his capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

**ARTICLE VIII
REDEMPTION OF PARTNERSHIP UNITS**

8.1 *Redemption of Limited Partnership*

A general partner shall not be entitled to redeem limited partnership units.

**ARTICLE IX
ACCOUNTING AND REPORTING**

9.1 Books and Records

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 Annual Financial Information

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an reconciliation of actual results with those forecast. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by March 31 of the following year to assist in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 Other Information

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 Meetings

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting, failing which the requisitioning Limited Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement signed by such person as the requisitioning Limited Partners specify. Every meeting, however convened, will be conducted in accordance with this Agreement.

10.2 Place of Meeting

Every meeting will be held 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.

10.3 Notice of Meeting

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 60 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Record Date

For the purpose of determining the Limited Partners who are entitled to vote at any meeting of Limited Partners or any adjournment thereof, the General Partner may from time to time cause the transfer books to be closed for such period, not exceeding 60 days, as the General Partner may determine; or, without causing the transfer books to be closed, the General Partner may, after 60 days from the Closing Date, fix a date not more than 60 days prior to the date of any meeting of Limited Partners as a record date for the determination of Limited Partners entitled to vote at such meeting or any adjournment thereof and, except as described below, any Limited Partner who was a Limited Partner at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though he or it has since that date disposed of his or its Units, and no Limited Partner becoming such after that date shall be a Limited Partner of record for purposes of such meeting.

Notwithstanding the foregoing, in the event that the transferee delivers written notice acceptable to the General Partner not less than 48 hours prior to such meeting, such notice confirming the legal transfer of title to the Unit(s) the transferee shall be entitled to vote such Units at the meeting, to the exclusion of the transferor.

10.5 Accidental Omissions

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner will not invalidate the proceedings at the meeting.

10.6 Information Circular

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 21 days before any such meeting, the General Partner will 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.

10.7 Proxies

Any Limited Partner entitled to vote at a meeting may vote by proxy if a valid proxy has been received by the General Partner or the chairman of the meeting for verification prior to the meeting.

10.8 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the person challenging will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final.

10.9 Form of Proxy

Every proxy will be substantially in the form which follows, such other form as may be approved by the General Partner, or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, in the Province of _____, being a Limited Partner of First Response International Limited Partnership, hereby appoint _____ of _____, in the Province of _____, as my proxy, with full power of substitution to vote for me and on my behalf at the meeting of Limited Partners to be held on the ___ day of _____, 20____, and every adjournment thereof and every poll that may take place in consequence thereof. As witness my hand this ___ day of _____, 20____."

10.10 Notice of Revocation of Proxy

A vote cast in accordance with the terms of a proxy shall be valid notwithstanding the previous death or mental incapacity of the Limited Partner or revocation of the proxy or transfer of the Unit in respect of which the proxy was given, provided that no notice in writing of such death, mental incapacity, revocation or transfer shall have been received by the General Partner prior to the commencement of the meeting in respect of which such proxy has been given.

10.11 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.12 Attendance of Others

Representatives of the General Partner and of the accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.13 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.14 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.15 Minutes

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 meetings of Limited Partners and at all other reasonable times during

normal business hours at the offices of the General Partner.

10.16 *Quorum*

- (a) Subject to subsection (b) of this section 10.16, 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 33 1/3% of the outstanding Units. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting:
 - (i) if called by or on the requisition of the Limited Partners, will be terminated; and
 - (ii) if called by the General Partner, 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.
- (b) For the purpose of considering a sale of the Project (other than in the ordinary course of business), a quorum at any meeting or adjourned meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 50% of the outstanding Units.

10.17 *Voting*

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Subject to section 3.13 any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other

Limited Partners.

10.18 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.19 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and permitted assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.20 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) consenting to a sale of any part of or all the Partnership's interest in the Project (other than in the ordinary course of business);
- (b) consenting to the resignation of the General Partner prior to January 1, 2009 and appointing a replacement therefore;
- (c) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (d) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (e) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (f) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (g) changing the Fiscal Year;
- (h) dissolving or terminating the Partnership;
- (i) consenting to the rebuilding of the Project in the event that it is substantially destroyed;
- (j) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (k) subject to section 3.10 hereof, consenting to any amendment to this Agreement except an amendment to section 10.21.

10.21 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to this section 10.21; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.22 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement, shall be determined by Ordinary Resolution.

**ARTICLE XI
DISSOLUTION AND LIQUIDATION**

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2056.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay any costs involved in the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership;
- (b) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (c) to pay all expenses incurred in the winding-up of the Partnership;
- (d) to pay all of the liabilities of the Partnership in the manner required by law;
- (e) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (f) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (g) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 Capital Contribution and

no more.

11.3 Events Not Causing Dissolution

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 Competing Interests

The officers, directors and shareholders of the General Partner are engaged and continue to be engaged in the developing, commercializing, marketing and selling of various consulting systems for application in other non-physician related fields.

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of a similar nature as that of the Partnership to the extent such business does not compete directly with physician related consulting systems, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise except in contravention of this paragraph.

12.2 Notices

(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 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 teletype) addressed to:

FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP

(General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828

Attention: Mark Genuis,

and such notice shall be considered to have been given, if delivered or sent by teletype or telex, on the date of delivery or the date of sending of the 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 telecopy 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 facsimile). Any notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian

funds and certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.


FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP
by its General Partner FIRST RESPONSE INTERNATIONAL INC.



_____ c

Per: Mark Genois, President,
First Response International Inc.

BR CAPITAL LIMITED PARTNERSHIP



Per: Warren Bean, Director, BR Capital Inc.,
general partner of BR Capital Limited Partnership

THIS IS EXHIBIT "F" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

W. W. Sillescu

**FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Made the 26th day of May, 2006

BETWEEN:

THE GENUIS FAMILY TRUST
a family trust settled in the province of Alberta
("GFT")

-and-

THE LAWSON FAMILY TRUST
a family trust settled in the province of Alberta
("LFT")

-and-

THE BEAN FAMILY TRUST
a family trust settled in the province of Alberta
("BFT")

-and-

THE CARLSON FAMILY TRUST
a family trust settled in the province of Alberta
("CFT")

- and -

ESSENTIAL TALK NETWORK INCORPORATED
a corporation created pursuant to the laws of Alberta
with an office in Calgary, Alberta
("ETN")
(collectively, the "Limited Partners")

- and -

FIRST RESPONSE INTERNATIONAL INC.
a corporation created pursuant to the laws of Alberta
with an office in Calgary, Alberta
("the General Partner")

WHEREAS the General Partner and the Limited Partners wish to establish a limited partnership named the First Response International General Partner Limited Partnership (the "Partnership") for the purpose of acting as the general partner of the First Response International Limited Partnership ("FRILP");

AND WHEREAS there have been issued and there are now outstanding in the Capital of the General Partner 100 Common Shares registered in the name of GFT, 100 Common Shares registered in the name of CFT 100 Common Shares registered in the name of BFT; 100 Common Shares registered in the name of LFT; and 600 Common Shares registered in the name of ETN.

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, and depreciation.
- (c) "Affiliate" means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;
 - (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the Tax Act) with the corporation or any person referred to in clause (i) above;
- (d) "Agreement" means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) "Capital Contribution" means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (f) "Certificate" means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act;
- (g) "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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (h) "Fiscal Year" The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2006 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year;
- (i) "General Partner" means a general partner of the Partnership, the first general partner being First Response International Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (j) "Gross Revenue" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (k) "Limited Partner" or "Partner" means any person whose subscription for Units is accepted by the General Partner and any other person contributing Capital to the Partnership as a Limited Partner, their successors and assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners, and "Limited Partners" and "Partners" have corresponding meanings;

- (l) "Limited Partnership" or "Partnership" means the "First Response International General Partner Limited Partnership", a limited partnership formed on May 26, 2006, upon the registration of a Certificate under the laws of the Province of Alberta;
- (m) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership) by the total number of Units of the Partnership outstanding at such time;
- (n) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;
- (o) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (p) "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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (q) "Principal" means an individual or other entity that is the shareholder of a corporation and that individual or other entity owns not less than 50.1 percent of the voting securities of that corporation;
- (r) "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 in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
- (s) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
- (t) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;
- (u) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, amount of income or loss of the Partnership for such Fiscal Year as determined by the General Partner in accordance with this Agreement and the Tax Act;
- (v) "Unit" means an interest in the Partnership and "Units" has a corresponding meaning; and

- (w) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a business day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding business day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Limited Partners hereby acknowledge confirm and agree to form a partnership constituted as a limited partnership pursuant to the Act, that the Partnership is being formed as a limited partnership to carry on business under the firm name and style of "FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 Name of the Partnership

The Partnership shall carry on business under the name "FIRST RESPONSE INTERNATIONAL GENERAL PARTNERSHIP LIMITED PARTNERSHIP".

2.3 *Maintaining Status of the Partnership*

The General Partner shall be the general partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 *Fiscal Year*

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2006 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 *Business of the Partnership*

The Partnership has been formed for the purpose of acting as the general partner of First Response International Limited Partnership.

2.6 *Head Office and Mailing Addresses*

The Partnership shall maintain its head office and mailing address at 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.

2.7 *Term*

The Partnership shall continue for a term of 50 years, until December 31, 2056, unless terminated earlier pursuant to the terms of this Agreement.

2.8 *Status of General Partner*

The General Partner represents, warrants covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a limited partnership registered and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the Tax Act;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;

2.3 *Maintaining Status of the Partnership*

The General Partner shall be the general partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

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The Partnership shall continue for a term of 50 years, until December 31, 2056, unless terminated earlier pursuant to the terms of this Agreement.

2.8 *Status of General Partner*

The General Partner represents, warrants covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a limited partnership registered and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the Tax Act;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;

- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner; and
- (n) shall obtain the consent of each Limited Partner before accepting any additional subscriptions to the Partnership.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the Tax Act;
- (b) is not a "non-Canadian" within the meaning of the Investment Canada Act;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association, trust or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer its Units to any person, firm, corporation,

partnership, unincorporated association or other entity which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner.

ARTICLE III
MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carrying out the objects, purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership:

- (a) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate for the business or ancillary thereto;
- (b) to manage, administer, convert, develop, operate and dispose of any and all properties or assets of the Partnership and in general to engage in any and all phases of the business of the Partnership;
- (c) to admit any person as a Limited Partner subject to the provisions hereof, subject to the unanimous consent of the Limited Partners;
- (d) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (e) to open and operate one or more bank accounts, with full and exclusive signing authority on behalf of the Partnership, in order to deposit, disburse and distribute funds of the Partnership;
- (f) to enter into on behalf of the Partnership, execute and carry out all agreements which require execution by or on behalf of the Partnership, including, without limiting the generality of the foregoing, agreements with third parties so that services may be rendered to the Partnership in the normal course of its affairs;
- (g) to act on behalf of the Partnership with respect to any and all actions or other proceedings brought by or against the Partnership;
- (h) to prepare and file all tax returns, information returns, elections, determinations and designations under the Tax Act or any other taxation or other legislation of like import of Canada or any of the provinces or other jurisdictions in respect of the affairs of the Partnership;
- (i) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement;
- (j) to execute any and all deeds, documents and instruments and to do all other acts as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining any independent contractors to carry out the foregoing;
- (k) to distribute property of the Partnership in accordance with the provisions of this Agreement;

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.4 Reimbursement for Costs and Expenses

The General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.5 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Extraordinary Resolution.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.6 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply

with the applicable laws of such jurisdiction;

- (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates and the execution of any elections under the Tax Act and under any analogous provincial legislation;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the Tax Act or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
 - (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.7 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.8 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in

furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.9 *Restrictions upon the General Partner*

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.14, 10.15 or 10.16 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.10 *Employment of an Affiliate*

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.11 *Payments*

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.12 *Liability of the General Partner*

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 *Resignation of General Partner*

The General Partner may resign as general partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners.

4.2 *Deemed Resignation of General Partner*

The General Partner shall be deemed to resign as general partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 *Effective Date of Deemed Resignation of General Partner*

In the event of the deemed resignation of the General Partner as the general partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.4 *Assignment by General Partner*

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.5 *Transfer of Management to New General Partner*

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.6 *Release of General Partner*

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals of the General Partner have been released by the Partnership's lenders.

4.7 *Powers, Duties and Obligations of New General Partner*

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 *Unlimited Liability of General Partner*

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the Capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its share of any undistributed income of the Partnership as hereinafter provided.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented 1000 Units. Each Unit represents an undivided interest in the Partnership.

6.2 Nature of Units

A Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of any cash available for distribution; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 Subscription Forms

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed

and executed in a manner acceptable to the General Partner, and such other instruments as the General Partner may request.

6.4 *Subscription for Units*

No Subscription may be made or shall be accepted for a fraction of a Unit. Except for Accredited Investors, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 *Unit Certificates*

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register as a Limited Partner and on the Certificate and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber.

6.6 *Receipt by Limited Partner*

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 *Corporate Matters*

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's contribution to Capital and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons as are authorized by either this Agreement or by law to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and
 - (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 *Inspection of Records*

The General Partner shall make the records relating to the Limited Partners available for

inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as is practicable after notice in writing to the General Partner.

6.9 *Transfer of Units Generally*

A Unit shall not be assigned or transferred by a Limited Partner or his agent duly authorized in writing without the unanimous consent of the Limited Partners.

6.10 *Parties Not Bound to See to Trust or Equity*

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.11 *Pledge of a Unit*

Neither a Limited Partner nor a Principal shall pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.12 *Liability on Transfer*

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.13 *Successors in Interest of Partners*

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.14 *Incapacity, Death, Insolvency or Bankruptcy*

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner or a Principal, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement; and
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement.

In the absence of compliance with section 6.14 (a) (b) and (c):

- i) such entitlement will not be recognized;
- ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
- iii) no amendment to the records of the Partnership will be made; and
- iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

**ARTICLE VII
CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS**

7.1 Contributions of Capital

The initial capital contribution of the General Partner is \$1.00.

7.2 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners.

7.3 Allocation of Taxable Income and Tax Loss

- (a) The Adjusted Net Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) ZERO POINT ONE (0.1%) PERCENT; and
 - (ii) the balance of the Adjusted Net Income for that Fiscal Year shall be allocated to the Limited Partners in amounts equal to NINETY NINE POINT NINE (99.9%) PERCENT, such amount to be distributed in accordance with the Limited Partners' Capital Contribution, on a *pro rata* basis.
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis.
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.3 to the Limited Partners shall be allocated to the Limited Partners of record on the last day of the Fiscal Year; and
- (d) where there is more than one General Partner in a Fiscal Year, the Adjusted Net income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.3 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.4 Allocation and Distribution of Capital Receipts

- (a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay

indebtedness, any taxes, expenses or adjustments required in relation to the transaction)) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Partnership ("Capital Distribution") shall be distributed as follows:

- (i) the amount, if any required to pay the arrears of any costs and expenses owing to the General Partner pursuant to s. 3.8; and thereafter
- (ii) the amount, if any, required to repay the principal amount and interest on loans from the General Partner; and thereafter
- (iii) the amount, if any, required for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership; and thereafter
- (iv) then, the remaining Capital Distribution shall be allocated:
 - (a) POINT ONE (0.1%) PERCENT to the General Partner; and
 - (b) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with the Limited Partners' Capital Contributions, on a *pro rata* basis.

7.5 *Commingling of Funds*

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.6 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.7 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of Capital Receipts or otherwise) are charged.

7.8 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of Capital or on any negative balance in his current account.

7.9 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.10 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.11 *Return of Capital*

A Limited Partner is entitled to demand a withdrawal or receive a return of his Capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 *Books and Records*

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices or the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 *Annual Financial Information*

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an audited reconciliation of actual results with those forecast or projects. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by April 15 of the following year to assist in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 *Other Information*

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 *Meetings*

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting.

10.2 *Place of Meeting*

Every meeting will be held 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.

10.3 Notice of Meeting

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 70 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.5 Trusts

A Limited Partner that is a trust may appoint a Principal or agent as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.6 Attendance of Others

Representatives of the General Partner and of their accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.7 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.8 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.9 Minutes

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.10 Quorum

Quorum shall not be less than ONE HUNDRED (100%) PERCENT of the Limited Partners.

10.11 Voting

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.12 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.13 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.14 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (b) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (c) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (d) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (e) changing the Fiscal Year;
- (f) dissolving or terminating the Partnership;
- (g) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (h) consenting to any amendment to this Agreement except an amendment to sections

2.8(n), 10.15, and Article VII.

10.15 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to sections 2.8(n), 10.15, or Article VII; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.16 Powers Exercisable by Ordinary Resolution :

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

**ARTICLE XI
DISSOLUTION AND LIQUIDATION**

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interests and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2055.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (b) to pay all expenses incurred in the winding-up of the Partnership;
- (c) to pay all of the liabilities of the Partnership in the manner required by law;
- (d) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (e) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (f) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 capital contribution and no more.

11.3 *Events Not Causing Dissolution*

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 *Competing Interests*

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of the same nature as and competing with that of the Partnership, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise.

12.2 *Notices*

(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 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 telecopy addressed to:

FIRST RESPONSE INTERNATIONAL INC. (General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828,

Attention: Mark Genuis

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile to:

Genuis Family Trust
c/o Wilson Laycraft
1601, 333 - 11th Ave SW
Calgary AB T2R 1L9

Lawson Family Trust
c/o Wilson Laycraft
1601, 333 - 11th Avenue SW
Calgary, AB T2R 1L9

Carlson Family Trust
Dr. Kevin Carlson
800, 736 - 6th Avenue S.W.
Calgary, Alberta T2P 4K7

Bean Family Trust
c/o Bennett Jones
4500 855 - 2nd Street S.W.
Calgary, AB T2P 3T7

Essential Talk Network Incorporated
c/o Wilson Laycraft
1601, 333 - 11th Avenue S.W.
Calgary, Alberta T2R 1L9

and such notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effects to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.

THIS IS EXHIBIT "G" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

M. S. Sillescu

**HEALTH EDUCATION LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Amended as of the 6th day of June, 2005

BETWEEN:

HELP GP LIMITED PARTNERHSIP
a corporation subsisting under the laws of Alberta

(the "General Partner"),

-and-

PETER HOVEN
an individual resident in the City of Calgary,

(the "Initial Limited Partner")

-and-

EACH PERSON WHOSE SUBSCRIPTION FOR UNITS IS ACCEPTED BY THE GENERAL PARTNER AND ANY OTHER PERSON CONTRIBUTING CAPITAL TO THE PARTNERSHIP AS A LIMITED PARTNER, THEIR SUCCESSORS AND PERMITTED ASSIGNS, AND, IN EACH CASE, WHO IS SHOWN AS A LIMITED PARTNER ON THE CERTIFICATE AND REGISTER OF LIMITED PARTNERS

(the "Limited Partners")

WHEREAS the General Partner and the Initial Limited Partner wish to establish a limited partnership (the "Partnership") for the purpose of developing, commercializing, marketing and selling a medical doctor and patient health consent and educational consulting system (the "Project"), all on the terms and conditions set forth in this Agreement;

AND WHEREAS the General Partner on behalf of the Partnership has agreed to use its best efforts to raise capital by offering limited partnership units (the "Units") of the Partnership by way of a private placement and to admit qualified subscribers for such Units as Limited Partners;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, depreciation, any gain realized by the Partnership from the Project as a result of a disposition of capital assets and any General Partner incentive Allocation paid or payable;
- (c) "Affiliate" means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;

- (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the Tax Act) with the corporation or any person referred to in clause (i) above;
- (d) **"Agreement"** means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) **"Assignment"** means the assignment of a Unit as provided for in section 6.9;
- (f) **"Business Day"** means a day, other than a Saturday or Sunday, on which Schedule I Canadian chartered banks are open for business in Calgary, Alberta;
- (g) **"Capital Contribution"** means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (h) **"Certificate"** means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act;
- (i) **"Closing Date"** means the date on which the General Partner determines in its sole discretion to close on one or more subscriptions for Units and all other closing conditions, if any, have been satisfied;
- (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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (k) **"Fiscal Year"** means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from October 29, 2004 to December 31, 2004;
- (l) **"General Partner"** means a general partner of the Partnership, the first general partner being HELP General Partner Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (m) **"General Partner Incentive Allocation"** means, in any particular Fiscal Year, means a distribution by the Partnership to the General Partner as a distribution of Adjusted Net Income earned by the Partnership as compensation for the services provided by the General Partner pursuant to the terms of this Agreement, such amount being determined in accordance with Section 7.4, commencing upon the date which the General Partner began incurring expenses in relation to the Project on behalf of the Limited Partnership, including, but not limited to, any arrears of the General Partner Incentive Allocation which shall continue to be a payable of the Limited Partnership;
- (n) **"Gross Revenue"** means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;

- (o) "Initial Limited Partner" means Peter Hoven and his successors and permitted assigns;
- (p) "Initial Limited Partnership Unit" means an interest in the Partnership represented by the initial limited partnership unit;
- (q) "Investment Canada Act" means the *Investment Canada Act* (Canada) as the same may be amended or re-enacted from time to time;
- (r) "Investment Income" means interest from all sources and all other investment income of any nature or kind;
- (s) "Limited Partner" or "Partner" means the Initial Limited Partner, any person whose subscription for Units is accepted by the General Partner, their successors and permitted assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners and who is bound by this Agreement, and "Limited Partners" and "Partners" have corresponding meanings;
- (t) "Limited Partnership" or "Partnership" means the "Health Education Limited Partnership", a limited partnership formed on October 29, 2004, upon the registration of a Certificate under the laws of the Province of Alberta;
- (u) "Management Fee" means the General Partner Incentive Allocation;
- (v) "Net Asset Value Per Unit" means the net asset value per Unit of the Partnership determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership determined in accordance with generally accepted accounting principals) by the total number of Units of the Partnership outstanding at such time;
- (w) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;
- (x) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership, other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (y) "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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (z) "Project" means developing, commercializing, marketing and selling a medical doctor and patient health consent and educational consulting system;

- (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 in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
- (bb) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
- (cc) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;
- (dd) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, the amount of income or loss of the Partnership for such Fiscal Year, as determined by the General Partner in accordance with this Agreement and the Tax Act;
- (ee) "Unit" means a Unit of Limited Partner's interest in the Partnership as provided in this Agreement and "Units" has a corresponding meaning; and
- (ff) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 Quantity and Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 Canadian Funds

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 Non-Business Days

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding Business Day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 Schedules

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

The General Partner and the Initial Limited Partner hereby acknowledge and confirm the formation of the partnership as a limited partnership pursuant to the Act, that the Partnership has been formed as a limited partnership to carry on business under the firm name and style of "HEALTH EDUCATION LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Partnership under applicable laws. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 Name of the Partnership

The Partnership shall carry on business under the name "HEALTH EDUCATION LIMITED PARTNERSHIP".

2.3 Maintaining Status of the Partnership

The General Partner shall be the general partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may carry on business to reflect the constitution of the Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation and continuance of the Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of the information available to it in order to maintain the status of the Partnership as a limited partnership under the Act. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 Fiscal Year

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2004 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 Business of the Partnership

The Partnership has been formed for the purpose of acquiring, developing and commercializing the Project and carrying on for profit the business of operating the Project, by earning income from the Project and by distributing any surplus funds (being funds not required for the operation, expansion

or debt reduction of the Project), all on the terms and conditions set forth in this Agreement. The Partnership shall not carry on any other business.

2.6 Head Office and Mailing Addresses

The Partnership shall maintain its head office and mailing address at 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.

2.7 Term

The Partnership shall continue for a term of 50 years, until December 31, 2054, unless terminated earlier pursuant to the terms of this Agreement.

2.8 Status of General Partner

The General Partner represents, warrants, covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a corporation incorporated and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the Tax Act;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly provide evidence of such status to any Limited Partner that may reasonably request such evidence;
- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;

- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the Tax Act;
- (b) is not a "non-Canadian" within the meaning of the Investment Canada Act;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change his, her or its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer his or its Units to any person, firm, corporation, partnership, unincorporated association or other entity which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

If the Limited Partners propose by Special Resolution to dissolve the Partnership or if the Partnership is subject to tax under Part XIII of the Tax Act as a result of one or more of the Limited Partners not being resident in Canada, the General Partner may require those Limited Partners who are then not resident in Canada for purposes of the Tax Act or who are non-Canadians for the purpose of the Investment Canada Act to transfer their Units to residents of Canada. If a non-resident Limited Partner fails to transfer his, her or its Units to a resident of Canada who qualifies to hold Units under the terms of this Agreement within 30 days of the giving of a notice to such non-resident Limited Partner to transfer such Units, the General Partner shall be entitled to sell such Units on behalf of such non-resident Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner, the price shall be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal shall be final and binding on the Partnership, the General Partner and the Limited Partner(s) so affected. The cost of such appraisal shall be borne by the Limited Partner(s) whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation

of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner except in connection with redemption of the interest of the Initial Limited Partner pursuant to section 8.1.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carrying out the objects,

purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership:

- (a) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate for the business or ancillary thereto;
- (b) to manage, administer, convert, develop, operate and dispose of any and all properties or assets of the Partnership and in general to engage in any and all phases of the business of the Partnership;
- (c) to retain managers to manage the Project and to fix the remuneration, including bonuses, payable to them, provided such remuneration is in accordance with customary industry practice;
- (d) to admit any person as a Limited Partner subject to the provisions hereof;
- (e) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (f) to open and operate one or more bank accounts, with full and exclusive signing authority on behalf of the Partnership, in order to deposit, disburse and distribute funds of the Partnership;
- (g) to enter into on behalf of the Partnership, execute and carry out all agreements which require execution by or on behalf of the Partnership, including, without limiting the generality of the foregoing, all agreements in connection with the management, financing and refinancing of the Project, and agreements with third parties so that services may be rendered to the Partnership in the normal course of its affairs;
- (h) to pay all taxes, fees and other expenses and distributions relating to orderly maintenance and management of the Project, including without limitation, the Management Fees;
- (i) to act on behalf of the Partnership with respect to any and all actions or other proceedings brought by or against the Partnership;
- (j) to prepare and file all tax returns, information returns, elections, determinations and designations under the Tax Act or any other taxation or other legislation of like import of Canada or any of the provinces or other jurisdictions in respect of the affairs of the Partnership;
- (k) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement;
- (l) to execute any and all deeds, documents and instruments and to do all other acts as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining any independent contractors to carry out the foregoing;
- (m) to grant security, encumbrances or restrictions on behalf of the Partnership;
- (n) to raise Capital on behalf of the Partnership, by offering Units to the public by way of private placement as set out in section 7.2 and 7.3 hereof;
- (o) to distribute property of the Partnership in accordance with the provisions of this Agreement;

- (p) to, but shall under no circumstances be obligated to, advance or loan the Partnership any funds which may be necessary for the payment of costs and expenses of the Partnership. The rate of interest that shall apply to such advances shall be the Bank of Canada prime rate plus two (2%) percent, calculated semi-annually, not in advance; and
- (q) to purchase, develop, manage and commercialize the Project on behalf of the Partnership.

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Sale of Assets

The General Partner shall not cause the Partnership to sell or otherwise dispose of all or any part of the Project (other than furnishings, equipment, appliances and similar property that is no longer required for the business of the Partnership, or that is in the ordinary course of the Partnership's business), other than a sale of all the Project where such sale has been approved by the Limited Partners expressed by Special Resolution.

3.4 Borrowing

Without limiting the generality of the foregoing, the General Partner has the power and authority, for and on behalf of the Partnership, to:

- (a) in connection with any borrowings, draw, borrow money from time to time, without limit as to the amount, and to make, execute and issue promissory notes, evidences of indebtedness and other negotiable or non-negotiable evidences of borrowings of the Partnership and grant security in any form for the payment of such borrowings;
- (b) enter into loan agreements with one or more lenders containing such terms and conditions governing loans made or to be made to the Partnership which the General Partner considers appropriate, or to grant security in accordance with provisions of such agreements;
- (c) secure the payment of money borrowed for the Partnership or other indebtedness or liability of the Partnership and finance charges, negotiation fees, standby charges, and other liabilities incurred or to be incurred in connection with such borrowing by mortgage of, security interest in, or other charge on all or any property of the Partnership and to issue bonds, debentures, mortgages and other instruments to evidence the Partnership's obligations; and
- (d) advance or loan funds to the Partnership, or borrow, on behalf of the Partnership, funds from Affiliates, to the extent that funds may be necessary for the payment of Operating Costs or expenditures of a capital nature. The rate of interest and any other expenses relative to such advances or borrowing shall correspond to that which the General Partner or such Affiliate pays in relation to borrowings from its principal lenders, but shall never surpass that which the Partnership could obtain from recognized financial institutions with respect to similar borrowings.

3.5 Interim Investment

The General Partner may, but shall not be required, to invest the funds of the Partnership not immediately required for the conduct of the business of the Partnership in, and only in, secured investments as prescribed by the *Trustees Act*, R.S.A. 2000, Chapter T-8.

3.6 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.8 Fees and Reimbursement for Costs and Expenses

In addition to the General Partner Incentive Allocation, the General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.9 Insurance

The General Partner, at the expense of the Partnership, shall at all times maintain or cause to be maintained public liability insurance and "all risks" physical loss or damage insurance against all assets of the Partnership, in an amount as is deemed by the General Partner to be prudent in the circumstances.

3.10 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Special Resolution; provided, however, that the consent of the General Partner is required in respect of proposed amendments materially affecting its rights, including, without limitation, where it is proposed to amend this Agreement to vary the interest of the General Partner including, without limitation, any expenses, fees, allocations or distributions to which the General Partner is entitled pursuant to this Agreement, or to vary the term of the Partnership; and provided further that the provisions herein regarding approval of a sale of all the Project may only be amended with the consent of the Limited Partners given by Special Resolution.

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.11 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates, the execution of any elections under the Tax Act and under any analogous provincial legislation and the distribution of the assets of the Partnership;
 - (iv) any instrument relating to the admission of additional or substituted Limited Partners;
 - (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the Tax Act or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
- (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a Limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and permitted assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations

and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.12 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.13 *Transactions Involving Affiliates*

The validity of a transaction, agreement or payment involving the Partnership and an Affiliate of the General Partner is not affected by reason of the relationship between the General Partner and the Affiliate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partners, all of whom may be officers or directors of or otherwise interested in or related to the Affiliate. The General Partner and its Affiliates and any directors or officers of such person, if any, who hold Units shall be entitled to vote on any Special Resolution or Extraordinary Resolution in respect of a matter that, if approved, entitles the Partnership to enter into transactions providing for the delivery of services by the General Partner or its Affiliates or the purchase by the Partnership of property or assets from the General Partner or its Affiliates, except for transactions completed on a non-arm's length basis, for which the value of the services or goods exceeds \$1,000,000.00 in value in any one fiscal year, or the property or assets dealt with are not valued at fair market value which shall require an Extraordinary Resolution.

3.14 *Safekeeping of Assets*

The General Partner is responsible for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another person to employ the funds or assets except for the exclusive benefit of the Partnership and in trust therefore, all in accordance with this Agreement.

3.15 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.16 *Restrictions upon the General Partner*

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.17 *Employment of an Affiliate*

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.18 *Payments*

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.19 *Liability of the General Partner*

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 *Resignation of General Partner*

Prior to January 1, 2009, the General Partner shall not sell, assign or otherwise dispose of its interest (other than to an Affiliate as hereinafter provided), cease to act or withdraw as the general partner of the Partnership without the consent of the Limited Partners expressed by Special Resolution. On or after January 1, 2009, the General Partner may resign as general partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners and such resignation shall become effective upon the earlier of the appointment of a new General Partner by the Limited Partners expressed by a Special Resolution and the last day of the calendar quarter in which such 180-day period ends. The General Partner shall not be permitted to withdraw its resignation once the written notice has been communicated to the Limited Partners except by ordinary resolution of the Limited Partners. At the time of giving notice of resignation, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.2 *Deemed Resignation of General Partner*

The General Partner shall be deemed to resign as general partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner provided that the trustee, receiver or receiver and manager perform its functions for a period of 30 days, or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 *Effective Date of Deemed Resignation of General Partner*

In the event of the deemed resignation of the General Partner as the general partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.4 *Removal of General Partner by Limited Partners*

Subject to paragraph 4.7, in the event that it is in default of any obligation or duty hereunder, the General Partner shall give written notice thereof to the Limited Partners within 10 days of becoming aware of such default. If such default is not rectified within 30 days after the giving of notice thereof by the General Partner, the General Partner may be removed as the general partner of the Partnership by a Special Resolution of the Limited Partners, which Special Resolution shall also appoint a new General Partner. The appointment of the new General Partner and the removal of the General Partner shall be effective upon the date specified in such Special Resolution. Upon the removal of the General Partner pursuant to this section 4.4, the General Partner, in its capacity as the General Partner, shall not be entitled to any interest or distribution related to the Partnership other than a distribution which has been declared but not distributed and other than to its share (being the proportion that the number of days in the Fiscal Year that the General Partner served as general partner of the Partnership is of the total number of days in the Fiscal Year), if any, of the General Partner incentive Allocation for the particular Fiscal Year; provided that the conditions precedent to the payment to the General Partner of the General Partner Incentive Allocation as set out in section 7.4 hereof have been met. Under no circumstances will the General Partner, if removed, be entitled to any compensation for loss of any future entitlement or for the value of its interests in the Partnership (exclusive of its interest as a Limited Partner, if any). The Limited Partners shall not otherwise be entitled to remove or replace the General Partner, except in accordance with this paragraph.

4.5 *Assignment by General Partner*

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.6 *Transfer of Management to New General Partner*

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.7 *Release of General Partner*

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals and or shareholders of the General Partner have been released by the Partnership's lenders.

4.8 Powers, Duties and Obligations of New General Partner

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership. The General Partner will not be liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred upon it by this Agreement (other than an act or omission which is in contravention of this Agreement or which results from or arises out of negligence or wilful misconduct in the performance of, or wilful disregard of, the obligations or duties of the General Partner under this Agreement) or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its pro rata share of any undistributed income of the Partnership as hereinafter provided. Except as provided in section 5.3, a Limited Partner will have no further personal liability and, following the full payment of its subscription price, a Limited Partner will not be liable for any further calls or assessments or further contributions to the Partnership. However, if as a result of a distribution to the Partners, the capital of the Partnership is reduced and the Partnership becomes unable to discharge its debts in the normal course, each Partner having received any such distribution, agrees to return same, with interest, to the Partnership to the extent necessary to restore the capital of the Partnership to its existing amount immediately before such distribution.

The Limited Partners acknowledge the possibility that, among other reasons, they may lose their limited liability:

- (a) to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province but operating, owning property or incurring obligations in another province; or
- (b) by taking part in the control or management of the business; or
- (c) as a result of false or misleading statements in the record, if they become aware of such false or misleading statements and fail within a reasonable time to take steps to cause the record to be corrected, in which case they may be liable to third parties.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses

incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented by one initial Limited Partnership Unit and an unlimited number of Units. Each Unit represents an undivided interest in the Partnership. No fractional Units shall be issued or shall be permitted to be issued, transferred or assigned.

6.2 Nature of Units

With the exception of the initial Limited Partner, a Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable income and Tax Loss;
- (c) the right to distributions of cash as determined by the General Partner in accordance with this Agreement; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 Subscription Forms

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as the General Partner may request.

6.4 Subscription for Units

No Subscription may be made or shall be accepted for a fraction of a Unit. The General Partner shall have the right, in its discretion, to refuse to accept any subscription for Units. If, for any reason, a subscription for Units is not accepted or such subscription is accepted but the subscriber is not entered as a Limited Partner, the General Partner shall cause the Partnership to refund, without interest, to the subscriber the subscription price for such Units paid by such subscriber. Upon the acceptance of such subscription by the General Partner, the General Partner will amend any required filings (including the Certificate) and show the name of the subscriber as a Limited Partner and the number of Units held by such subscriber as a Limited Partner and make such filings and recordings as are required by law, and such subscriber shall thereupon become a Limited Partner. Except for accredited investors as that term is defined in the *Securities Act* (Alberta) and any regulations, policies or instruments adopted thereto, the Partnership shall not solicit Units of the Partnership to members of the public.

6.5 Unit Certificates

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register as a Limited Partner and on the Certificate and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber. Every Unit Certificate shall be signed manually by an authorized signatory of the General Partner. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid post addressed to such Limited Partner at the address shown in the Register (or in the case of a Unit recorded in the name of one or more persons, to any one of such persons), and neither the Partnership nor the General Partner shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

6.6 Receipt by Limited Partner

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's Capital Contribution and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons as are authorized by either this Agreement or by law to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;

- (iii) a copy of the Certificate; and
- (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned and transferred by a Limited Partner or his agent duly authorized in writing until the following conditions are satisfied:

- (a) the transferor has delivered to the General Partner the Unit Certificate representing such Unit and an executed transfer of the Unit in a form as is acceptable to the General Partner and executed in a form acceptable to the General Partner and the General Partner has consented to the proposed transfer;
- (b) the transferee has agreed in writing to be bound by the terms of this Agreement, to give the power of attorney set out in Section 3.11 hereof, to make the representations set out in section 2.10 hereof and to assume the obligations of the Limited Partner under this Agreement in respect of the Unit being transferred to him;
- (c) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Partnership by reason of the transfer; and
- (d) such other requirements as may be required by law or may reasonably be required by the General Partner;

provided that a transferee of a Unit will not become a Limited Partner in respect of that Unit until all filings and recordings required by law validly to effect a transfer have been duly made as referred to hereunder.

When a transferee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit such person to the Partnership as a Limited Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Partnership as a Limited Partner, without any further act of the Limited Partners. The General Partner will:

- (a) record such assignment and transfer at the registered office of the Partnership;
- (b) amend the Certificate showing the name of the transferee as a substituted Limited Partner;
- (c) make such filings and cause to be made such recordings as are required by law;
- (d) forward to the transferor a notice of the transfer; and
- (e) forward to the transferee, or in accordance with any order or direction of the transferee, a Unit Certificate representing receipt of the Unit transferred.

6.10 No Assignment of Fractions

No assignment of a fraction of a Unit may be made or will be recognized or entered in the Register.

6.11 Parties Not Bound to See to Trust or Equity

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.12 Pledge of a Unit

A Limited Partner shall not pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.13 Liability on Transfer

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.14 Successors in Interest of Partners

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.15 Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement;
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement; and
- (d) in the absence of compliance:
 - i) such entitlement will not be recognized;

- ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
- iii) no amendment to the record will be made; and
- iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

6.16 Lost Unit Certificates

Where a Limited Partner claims that the Unit Certificate representing a Unit recorded in his name has been defaced, lost, apparently destroyed or wrongly taken the General Partner shall cause a new Unit Certificate to be issued, provided that the Limited Partner files with the General Partner an affidavit of loss and such indemnification as is satisfactory to the General Partner in the form and in an amount satisfactory to the General Partner to protect the Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate and provided further that the Limited Partner satisfies all other reasonable requirements imposed by the Transfer Agent, including delivery of a form of proof of loss.

ARTICLE VII CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

7.1 Capital Contribution

The initial capital of the Partnership shall be the aggregate amount of the capital contributed by the General Partner and the initial Limited Partner. The initial Capital Contribution of the General Partner is \$1.00. The initial Capital Contribution of the Initial Limited Partner is \$10.00.

7.2 Initial Private Placement of Units

- (a) The General Partner will use its best efforts to raise capital for the Partnership's Project by offering to individuals, who have common bonds of association with a senior officer, director or promoter of the General Partner and accredited investors up to ONE HUNDRED (100) Units by way of an initial private placement on the terms set forth herein and will admit qualified subscribers for such Units as Limited Partners.
- (b) The subscription price for each Unit shall be \$20,000.00.
- (c) The subscription price for each Unit subscribed for shall be payable in full.
- (d) Total proceeds of up to \$2,000,000.00 to be derived from subscriptions for Units pursuant to the offering shall be applied by the Partnership at the sole discretion of the General Partner pursuant to the terms contained herein.

Notwithstanding the foregoing, but subject to paragraph 7.3, nothing contained herein shall limit the General Partner's discretion to issue Units in numbers and at subscription prices as it deems necessary.

7.3 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners. However, the General Partner shall always be entitled to issue additional Units providing that, where the General Partner determines that it is necessary to raise

additional capital at a subscription price that is less than the subscription price for Units in the Partnership's most recent offering, then the General Partner shall first offer the offering of additional Units to the existing Limited Partners on a *pro rata* basis based upon the then current issued and outstanding Units of the Partnership, and only after such offer has been extended and some portion of the offering remains unsubscribed, shall the General Partner offer Units to the public.

7.4 General Partner Incentive Allocation

For any Fiscal Year that the Partnership earns Adjusted Net Income, the General Partner shall be entitled to receive the General Partner Incentive Allocation. The General Partner Incentive Allocation shall be equal to:

- (a) FIFTY (50%) PERCENT of the Adjusted Net Income for the then current fiscal period.

Distribution of the General Partner Incentive Allocation shall be made at the end of the relevant Fiscal Year, provided that if there is more than one General Partner in that Fiscal Year, the General Partner Incentive Allocation shall be allocated and distributed to the General Partners on the basis determined as the proportion that the number of days in that Fiscal Year that the particular General Partner served as general partner of the partnership is of the total number of days in the Fiscal Year.

7.5 Allocation of Taxable Income and Tax Loss

- (a) The Adjusted Net Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) an amount equal to any General Partner Incentive Allocation that is distributable for that Fiscal Year; and
 - (ii) the balance of the Adjusted Net income for that Fiscal Year shall be allocated to the Limited Partners;
- (b) Tax Loss for any Fiscal Year shall be allocated first to the Limited Partners in accordance with the Limited Partners capital account up to the amount of each Limited Partner's "at risk" or Capital Contribution to the Partnership, on a *pro rata* basis, and thereafter, Fifty (50%) percent of the remaining Tax Losses shall be allocated to the General Partner and Fifty (50%) percent of the remaining Tax Losses shall be allocated *pro rata* amongst the Limited Partners;
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.5 to the Limited Partners shall be allocated to the Limited Partners and General Partner of record on the last day of the Fiscal Year; and
- (d) where there is more than one General Partner in a Fiscal Year, the Adjusted Net Income or Tax Loss for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.5 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.6 Allocation and Distribution of Capital Receipts

- (a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness including indebtedness secured by charges on the Project, any taxes, expenses or adjustments required in relation to the transaction) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Project ("Capital Distribution") shall be distributed as follows:

- (i) the lesser of the amount of the Capital Distribution so received and the amount, if any, of arrears of General Partner Incentive Allocations and any current General Partner Incentive Allocation payable at the time of such disposition and any arrears of: and thereafter
- (ii) the lesser of:
 - (A) the amount of the Capital Distribution so received by the Partnership in that Fiscal Year that is not required to be distributed in accordance with clause 7.6(a)(i); and
 - (B) the amount, if any, required to repay the principal amount and interest on loans from the General Partner as contemplated in paragraph 3.1(p); and thereafter
- (iii) the lesser of:
 - (A) the amount of the Capital Distribution so received by the Partnership in that Fiscal Year that is not required to be distributed in accordance with clause 7.6(a)(ii); and
 - (B) the amount, if any, required for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership,

shall be distributed to the General Partner and the Limited Partners as follows:

- (I) first, if each Limited Partner has not received distributions equal to or in excess of that Limited Partner's Capital Contributions to the Partnership, then each Limited Partner shall receive 100% of the remaining Capital Distribution which, when combined with previous distributions, equals the Capital Contribution of the Limited Partners; then
- (II) the remaining Capital Distribution shall be allocated:
 - (a) FIFTY (50%) PERCENT to the General Partner; and
 - (b) FIFTY (50%) PERCENT to the Limited Partners.

7.7 *Commingling of Funds*

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.8 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.9 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of capital receipts or

otherwise) are charged.

7.10 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital Contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of capital or on any negative balance in his current account.

7.11 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.12 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.13 *Return of Capital*

Subject to section 8.1 hereof with respect to the Initial Limited Partner, a Limited Partner is entitled to demand a withdrawal or receive a return of his capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

**ARTICLE VIII
REDEMPTION OF PARTNERSHIP UNITS**

8.1 *Redemption of Initial Limited Partnership Unit*

Forthwith following the initial Closing Date, the Initial Limited Partnership Unit shall be redeemed upon payment by the Partnership to the Initial Limited Partner of \$10.00 therefore.

**ARTICLE IX
ACCOUNTING AND REPORTING**

9.1 *Books and Records*

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 *Annual Financial Information*

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of an audited balance sheet and statement of income. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the

General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by March 31 of the following year to assist such Limited Partner in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 Other Information

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 Meetings

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting, failing which the requisitioning Limited Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement signed by such person as the requisitioning Limited Partners specify. Every meeting, however convened, will be conducted in accordance with this Agreement.

10.2 Place of Meeting

Every meeting will be held 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.

10.3 Notice of Meeting

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 60 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Record Date

For the purpose of determining the Limited Partners who are entitled to vote at any meeting of Limited Partners or any adjournment thereof, the General Partner may from time to time cause the transfer books to be closed for such period, not exceeding 60 days, as the General Partner may determine; or, without causing the transfer books to be closed, the General Partner may, after 60 days from the Closing Date, fix a date not more than 60 days prior to the date of any meeting of Limited Partners as a record date for the determination of Limited Partners entitled to vote at such meeting or any adjournment thereof and, except as described below, any Limited Partner who was a Limited Partner at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though he or it has since that date disposed of his or its Units, and no Limited Partner becoming such after that date shall be a Limited Partner of record for purposes of such meeting.

Notwithstanding the foregoing, in the event that the transferee delivers written notice acceptable to the General Partner not less than 48 hours prior to such meeting, such notice confirming the legal transfer of title to the Unit(s) the transferee shall be entitled to vote such Units at the meeting, to the exclusion of the transferor.

10.5 *Accidental Omissions*

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner will not invalidate the proceedings at the meeting.

10.6 *Information Circular*

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 21 days before any such meeting, the General Partner will 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.

10.7 *Proxies*

Any Limited Partner entitled to vote at a meeting may vote by proxy if a valid proxy has been received by the General Partner or the chairman of the meeting for verification prior to the meeting.

10.8 *Validity of Proxies*

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the person challenging will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final.

10.9 *Form of Proxy*

Every proxy will be substantially in the form which follows, such other form as may be approved by the General Partner, or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, in the Province of _____, being a Limited Partner of Health Education Limited Partnership, hereby appoint _____ of _____, in the Province of _____, as my proxy, with full power of substitution to vote for me and on my behalf at the meeting of Limited Partners to be held on the ___ day of _____, 20___, and every adjournment thereof and every poll that may take place in consequence thereof. As witness my hand this ___ day of _____, 20___."

10.10 *Notice of Revocation of Proxy*

A vote cast in accordance with the terms of a proxy shall be valid notwithstanding the previous death or mental incapacity of the Limited Partner or revocation of the proxy or transfer of the Unit in respect of which the proxy was given, provided that no notice in writing of such death, mental incapacity, revocation or transfer shall have been received by the General Partner prior to the commencement of the meeting in respect of which such proxy has been given.

10.11 *Corporations*

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.12 *Attendance of Others*

Representatives of the General Partner and of the accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.13 *Chairman*

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.14 *Additional Rules and Procedures*

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.15 *Minutes*

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.16 *Quorum*

- (a) Subject to subsection (b) of this section 10.16, 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 such meeting, a quorum for the meeting is not present, the meeting:
 - (i) if called by or on the requisition of the Limited Partners, will be terminated; and
 - (ii) if called by the General Partner, 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.
- (b) For the purpose of considering a sale of the Project (other than in the ordinary course of business), a quorum at any meeting or adjourned meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 50% of the outstanding Units.

10.17 *Voting*

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Subject to section 3.13, any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.18 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.19 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and permitted assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.20 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) consenting to a sale of any part of or all the Partnership's interest in the Project (other than in the ordinary course of business);
- (b) consenting to the resignation of the General Partner prior to January 1, 2006 and appointing a replacement therefore;
- (c) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (d) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (e) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (f) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;

- (g) changing the Fiscal Year;
- (h) dissolving or terminating the Partnership;
- (i) consenting to the rebuilding of the Project in the event that it is substantially destroyed;
- (j) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (k) subject to section 3.10 hereof, consenting to any amendment to this Agreement except an amendment to section 10.21.

10.21 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to this section 10.21; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.22 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

**ARTICLE XI
DISSOLUTION AND LIQUIDATION**

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2054.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay any costs involved in the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership;
- (b) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;

- (c) to pay all expenses incurred in the winding-up of the Partnership;
- (d) to pay all of the liabilities of the Partnership in the manner required by law;
- (e) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (f) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (g) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 Capital Contribution and no more.

11.3 *Events Not Causing Dissolution*

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

ARTICLE XII MISCELLANEOUS

12.1 *Competing Interests*

The officers, directors and shareholders of the General Partner are engaged and continue to be engaged in the developing, commercializing, marketing and selling of various consulting systems for application in other non-physician related fields.

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of a similar nature as that of the Partnership to the extent such business does not compete directly with physician related consulting systems, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise except in contravention of this paragraph.

12.2 *Notices*

- (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 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 telecopy) addressed to:

HELP GP LIMITED PARTNERSHIP (General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828,

Attention: Mark Genuis,

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile). Any notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and

certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.


HELP GP LIMITED PARTNERSHIP

Per: Mark Genuis, President

Peter Hoven, Initial Limited Partner

Witness

THIS IS EXHIBIT "H" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023



**HEALTH EDUCATION GP LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Made the 3rd day of June, 2005

BETWEEN:

HELP GENERAL PARTNER INC.
a corporation incorporated pursuant to the laws of Alberta
(the "General Partner")

-and-

ESSENTIAL TALK NETWORK INCORPORATED
a company incorporated pursuant to the laws of Alberta
("ETN")

-and-

THE LAWSON FAMILY TRUST
a family trust settled in the province of Alberta
("LFT")

-and-

THE BEAN FAMILY TRUST
a family trust settled in the province of Alberta
("BFT")

-and-

THE CARLSON FAMILY TRUST
a family trust settled in the province of Alberta
("CFT")

(collectively, the "Limited Partners")

WHEREAS the General Partner and the Limited Partners wish to establish a limited partnership (the "Partnership") for the purpose of acting as the general partner of the Health Education Limited Partnership ("HELP");

AND WHEREAS there have been issued and there are now outstanding 75 Common Shares registered in the name of ETN, 100 Common Shares registered in the name of CFT and 50 Common Shares registered in the name of BFT and 25 Common Shares registered in the name of LFT, all of the capital stock of the General Partner;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and the respective covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

For the purpose of this Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in

accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, and depreciation.

- (c) **"Affiliate"** means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;
 - (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the Tax Act) with the corporation or any person referred to in clause (i) above;
- (d) **"Agreement"** means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) **"Capital Contribution"** means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (f) **"Certificate"** means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act ;
- (g) **"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 in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (h) **"Fiscal Year"** means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from June 3rd, 2005 to December 31, 2005;
- (i) **"General Partner"** means a general partner of the Partnership, the first general partner being HELP General Partner Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (j) **"Gross Revenue"** means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (k) **"Limited Partner"** or **"Partner"** means any person whose subscription for Units is accepted by the General Partner and any other person contributing Capital to the Partnership as a Limited Partner, their successors and assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners, and "Limited Partners" and "Partners" have corresponding meanings;
- (l) **"Limited Partnership"** or **"Partnership"** means the **"Health Education GP Limited Partnership"**, a limited partnership formed on June 3rd, 2005, upon the registration of a Certificate under the laws of the Province of Alberta;
- (m) **"Net Asset Value Per Unit"** means the net asset value per Unit of the Partnership

determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership) by the total number of Units of the Partnership outstanding at such time;

- (n) "Net Income" or "Net Loss" means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;
- (o) "Operating Cost" means, the aggregate of all expenses incurred by the Partnership other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (p) "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 in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (q) "Principle" means an individual or other entity that is the shareholder of a corporation and that individual or other entity owns not less than 50.1 percent of the voting securities of that corporation;
- (r) "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 in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
- (s) "Subscription Form and Power of Attorney" means the form of subscription containing a power of attorney annexed hereto as Schedule A;
- (t) "Tax Act" means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;
- (u) "Taxable Income" or "Tax Loss" means, respectively, in respect of any Fiscal Year, amount of income or loss of the Partnership for such Fiscal Year as determined by the General Partner in accordance with this Agreement and the Tax Act;
- (v) "Unit" means an interest in the Partnership and "Units" has a corresponding meaning; and
- (w) "Unit Certificate" means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for

convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto.

1.3 *Quantity and Gender*

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and a singular number includes the plural and vice versa.

1.4 *Canadian Funds*

Unless otherwise indicated, all dollar amounts referred to herein shall refer to lawful money of Canada.

1.5 *Non-Business Days*

Whenever any payment to be made hereunder shall be stated to be due, any period of time shall be stated to begin or end hereunder, any calculation shall be stated to be made hereunder or any other action to be taken hereunder shall be stated to be required to be taken on or as of a day, other than a business day, such payment shall be made, such period of time shall begin or end, such calculation shall be made or such action shall be taken on or as of the next succeeding business day, and in the case of the payment of any monetary amount on which interest is payable pursuant to the terms of this Agreement, the extension of time shall be included for the purposes of computation of such interest.

1.6 *Schedules*

The following are the schedules annexed hereto which are incorporated by reference and deemed to be part hereof:

Schedule A - Subscription Agreement and Power of Attorney

ARTICLE II THE PARTNERSHIP

2.1 *Formation of the Partnership*

The General Partner and the Limited Partners hereby acknowledge confirm and agree to form a partnership constituted as a limited partnership pursuant to the Act, that the Partnership is being formed as a limited partnership to carry on business under the firm name and style of "HELP GP LIMITED PARTNERSHIP" or such other name or names as the General Partner may determine from time to time and as approved by the Limited Partners, provided that the General Partner files a Certificate under the Act as required. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.2 *Name of the Partnership*

The Partnership shall carry on business under the name "HELP GP LIMITED PARTNERSHIP".

2.3 *Maintaining Status of the Partnership*

The General Partner shall be the general partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may

carry on business to reflect the constitution of the Partnership. The General Partner shall take every reasonable action necessary to preserve the limited liability of the Limited Partners and shall not take any action which, or omit to take any action the omission of which, could reasonably be expected to jeopardize the limited liability of the Limited Partners.

2.4 Fiscal Year

The first Fiscal Year of the Partnership shall be from the date hereof to December 31, 2005 and, thereafter, the Fiscal Year of the Partnership shall be the 12-month period commencing on January 1 and ending on December 31 of each and every year.

2.5 Business of the Partnership

The Partnership has been formed for the purpose of acting as the general partner of Health Education Limited Partnership.

2.6 Head Office and Mailing Addresses

The Partnership shall maintain its head office and mailing address at 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.

2.7 Term

The Partnership shall continue for a term of 50 years, until December 31, 2055, unless terminated earlier pursuant to the terms of this Agreement.

2.8 Status of General Partner

The General Partner represents, warrants covenants and agrees with each Limited Partner that it:

- (a) is and shall continue to be a corporation incorporated and in good standing under the laws of Alberta;
- (b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation, by-laws or any agreement by which it is bound;
- (c) has contributed \$1.00 as a contribution to the capital of the Partnership (but not as a Limited Partner);
- (d) is resident in Canada for the purposes of the Tax Act;
- (e) shall not carry on any business or activity other than in connection with and in furtherance of its role as General Partner as set forth in this Agreement;
- (f) will not, and will not suffer or permit any Affiliate or Associate of the General Partner to, borrow from the Partnership;
- (g) will act in utmost fairness and good faith towards the Limited Partners in the business of the Partnership;
- (h) will not change its status as represented and warranted herein and shall promptly

provide evidence of such status to any Limited Partner that may reasonably request such evidence;

- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner; and
- (n) shall obtain the consent of each Limited Partner before accepting any additional subscriptions to the Partnership.

2.10 Status of Limited Partner

Each Limited Partner represents, warrants covenants and agrees with each other Partner and to the General Partner that he, she or it:

- (a) is resident in Canada within the meaning of the Tax Act;
- (b) is not a "non-Canadian" within the meaning of the Investment Canada Act;
- (c) if an individual, has attained the age of majority and has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to enter into and be bound by this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto;
- (d) if a corporation, body corporate, partnership, unincorporated association, trust or other legal entity, has the legal capacity and competence to execute the Subscription Form and Power of Attorney, to execute this Agreement and all other agreements contemplated hereby, and to take all actions required pursuant hereto and thereto, and it further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given in connection herewith and therewith;
- (e) shall not change its status as represented and warranted herein;
- (f) shall promptly provide evidence of such status to the General Partner upon request; and
- (g) shall not transfer or purport to transfer its Units to any person, firm, corporation, partnership, unincorporated association or other entity which would be unable to make the representations and warranties in subsections 2.10(a), (b) and (c) or (d) above, as the case may be, and in any event, only in accordance with paragraph 6.9 herein.

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation

of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

With the exception of the General Partner, which may also be a Limited Partner, no Limited Partner shall:

- (a) take part in the control or management of the business of the Partnership or transact any business for the Partnership;
- (b) execute any document or take any action pursuant to which he purports to bind the Partnership, the General Partner or any other Limited Partner as such;
- (c) hold himself out as having the power or authority to bind the Partnership, the General Partner or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or
- (e) bring any action for partition or sale in connection with any assets of the Partnership, whether real or personal, or register or permit any lien against or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against any assets of the Partnership in respect of such Limited Partner's interest in the Partnership, other than as specifically provided for in this Agreement;

provided, however, that a Limited Partner may:

- (f) examine the state and progress of the business of the Partnership and comment as to its management;
- (g) act as a contractor for an agent or employee of the Partnership or of the General Partner; or
- (h) act as a surety for the Partnership.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

2.13 Equality of Limited Partners

Subject to section 10.17, each Unit shall entitle the holder thereof to the same rights and obligations as the holder of any other Unit and no Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner.

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement and to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carrying out the objects, purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership:

- (a) to manage, control and develop all the activities of the Partnership and to take all measures necessary or appropriate for the business or ancillary thereto;
- (b) to manage, administer, convert, develop, operate and dispose of any and all properties or assets of the Partnership and in general to engage in any and all phases of the business of the Partnership;
- (c) to admit any person as a Limited Partner subject to the provisions hereof, subject to the unanimous consent of the Limited Partners;
- (d) to engage such counsel, auditors and such professional or other consultants as the General Partner considers advisable in order to perform its duties hereunder;
- (e) to open and operate one or more bank accounts, with full and exclusive signing authority on behalf of the Partnership, in order to deposit, disburse and distribute funds of the Partnership;
- (f) to enter into on behalf of the Partnership, execute and carry out all agreements which require execution by or on behalf of the Partnership, including, without limiting the generality of the foregoing, agreements with third parties so that services may be rendered to the Partnership in the normal course of its affairs;
- (g) to act on behalf of the Partnership with respect to any and all actions or other proceedings brought by or against the Partnership;
- (h) to prepare and file all tax returns, information returns, elections, determinations and designations under the Tax Act or any other taxation or other legislation of like import of Canada or any of the provinces or other jurisdictions in respect of the affairs of the Partnership;
- (i) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement;
- (j) to execute any and all deeds, documents and instruments and to do all other acts as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining any independent contractors to carry out the foregoing;
- (k) to distribute property of the Partnership in accordance with the provisions of this Agreement;

3.2 Authority of the General Partner

No person dealing with the Partnership is required to enquire into the authority of the General Partner to take any action or to make any decision on behalf of and in the name of the Partnership.

3.3 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent manager of a business similar to that of the Partnership would exercise in comparable circumstances.

3.4 Reimbursement for Costs and Expenses

The General Partner is entitled to reimbursement by the Partnership for all reasonable costs and expenses that are actually incurred by the General Partner on behalf of the Partnership in the ordinary course of business of the Partnership or other costs and expenses incidental to acting as General Partner to the Partnership, including but not limited to all expenses, fees and costs incurred in connection with the organization of the Partnership, so long as the General Partner is not in default of its duties hereunder in connection with such costs and expenses.

3.5 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended with the consent of the Limited Partners given by Extraordinary Resolution

The General Partner may, without prior notice to or consent from any Limited Partner, amend any other provision of this Agreement from time to time:

- (a) for the purpose of adding to this Agreement any further covenants, restrictions, deletion or provisions that, in the opinion of counsel to the Partnership, are necessary for the protection of the Limited Partners;
- (b) to cure an ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or
- (c) to make such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Partnership, do not and will not substantially adversely affect the interest of the Limited Partners.

The Limited Partners will be notified of full details of such amendments to this Agreement within 30 days of the effective date of the amendment.

3.6 Power of Attorney

Each Limited Partner hereby irrevocable nominates, constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefits to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates and the execution of

- any elections under the Tax Act and under any analogous provincial legislation;
- (v) any instrument required in connection generally with any election that is to be made, or information return provided, under the Tax Act or any analogous fiscal legislation related to the Partnership or its assets or business; and
 - (vi) any document on his behalf or in his name as may be necessary to give effect to a sale or transfer of Units held by a Limited Partner pursuant to the realization on a pledge of, or other security interest in, such Units;
- (b) execute and file with any governmental body or instrumentality of the Government of Canada, a province, a territory or a municipality any documents necessary in connection with the business, property, assets and undertaking of the Partnership; and
 - (c) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership and for the Limited Partners as may be deemed necessary by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

To evidence the foregoing, each Limited Partner, in executing a subscription or in executing the form of transfer of a Unit, will have executed a power of attorney containing substantially the same powers set forth above. The power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of a limited Partner and will survive the assignment (to the extent of the Limited Partner's obligations hereunder) by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to the heirs, executors, administrators, successors and assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by listing all of the Limited Partners to be bound by such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.7 *Income Tax Claims and Deductions*

The General Partner shall cause the Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and expenses incurred by the Partnership; provided, however, that the General Partner shall have the right, for income tax purposes, to adopt any different method of accounting from that otherwise used by the Partnership or to adopt a different treatment of particular items as the General Partner may deem appropriate and in the best interests of the Limited Partners and not inconsistent with the other provisions of this Agreement.

3.8 *Indemnity of General Partner*

The Partnership will indemnify and hold harmless the General Partner and its shareholders, employees or agents from and against any losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interest of the Partnership, but only if the acts, omissions or the alleged acts or omission in respect of which any actual or threatened action, proceeding or claim are based, were performed honestly, in good faith and in the best interests of the Partnership and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith or as a result of the negligence of the General Partner, its shareholders, employees or agents. The indemnification herein provided for shall be made from the assets of the Partnership and no Limited Partner shall be personally liable therefore.

3.9 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any power, action or authority enumerated in any of sections 10.20, 10.21 or 10.22 hereof, unless and until the requisite Special Resolution, Extraordinary Resolution or Ordinary Resolution is passed by the Limited Partners.

3.10 Employment of an Affiliate

The General Partner may employ or retain an Affiliate on behalf of the Partnership to provide goods or services to the Partnership, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party.

3.11 Payments

The General Partner shall pay or cause to be paid out of the funds of the Partnership on hand or borrowed for the purpose of the Partnership's business, costs or expenses as and when they become due.

3.12 Liability of the General Partner

The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than an act, omission or error in judgment that is in contravention of this Agreement or that is a result of gross negligence or wilful misconduct), or for any loss or damage to any of the property of the Partnership attributable to an event beyond the control of the General Partner or its Affiliates.

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 Resignation of General Partner

The General Partner may resign as general partner of the Partnership on not less than 180 days' written notice thereof to the Limited Partners.

4.2 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as general partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if a writ of execution, attachment or similar process is issued or levied against all or substantially all of the property or assets of the General Partner and such writ of execution, attachment or similar process is not released, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy, as the case may be. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this section 4.2.

4.3 Effective Date of Deemed Resignation of General Partner

In the event of the deemed resignation of the General Partner as the general partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event

referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.4 Assignment by General Partner

The General Partner may assign its rights and obligations under this Agreement to an Affiliate upon 90 days' prior written notice to the Limited Partners, provided the Affiliate is in compliance with all requirements hereof relating to the General Partner.

4.5 Transfer of Management to New General Partner

Upon the appointment of a new General Partner of the Partnership, the former General Partner agrees to do all things and to take all steps to immediately and effectively transfer the management, control, administration and operation of the Partnership and assets, books, records and accounts thereof to the new General Partner, including the execution and delivery of all deeds, certificates, declarations and other documents whatsoever which may be necessary or desirable to effect such change and to assign, transfer and convey on behalf of the Partnership all the undertaking, property and assets of the Partnership to the new General Partner of the Partnership. All costs and expenses associated with the foregoing shall be paid by the Partnership.

4.6 Release of General Partner

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless such removed or resigned General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of such removal or resignation; provided, however, that any such holding harmless shall be made from the assets of the Partnership and no Limited Partner shall be personally liable to the former General Partner.

Without limiting the generality of the foregoing, and notwithstanding any other provision contained herein, no removal or replacement of the General Partner shall be effective until such time as all of the personal guarantees of the debts of the Partnership provided by the General Partner or the principals of the General Partner have been released by the Partnership's lenders.

4.7 Powers, Duties and Obligations of New General Partner

In the event of a change of the General Partner of the Partnership, the new General Partner of the Partnership shall execute a counterpart hereof and shall from that time forward, for all purposes and in all ways, assume the powers, duties and obligations of the General Partner under this Agreement and shall be subject to the terms of this Agreement.

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership.

5.2 Limited Liability of Limited Partners

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the amount of the Capital contributed or agreed to be contributed to the Partnership by it, as the case may be, as stated in the Certificate, and his, her or its share of any undistributed income of the Partnership as hereinafter provided.

5.3 Indemnity of Limited Partners

Notwithstanding section 3.19, the General Partner will indemnify and save harmless each Limited Partner and every former Limited Partner from any costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

5.4 Indemnity of the Partnership

The General Partner will indemnify and save harmless the Partnership from any costs, damages, liabilities and expenses incurred by the Partnership as a result of any breach by the General Partner of its duties under this Agreement, including any reasonable legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is substantially unsuccessful. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this section 5.4, to have been unsuccessfully defended unless the settlement is approved by the Limited Partners by way of Special Resolution.

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented 100 Units. Each Unit represents an undivided interest in the Partnership.

6.2 Nature of Units

A Limited Partner shall have the following rights and obligations:

- (a) the right to one vote for each Unit held (except as otherwise expressly provided herein);
- (b) the right to allocations of Adjusted Net Income, Net Loss, Taxable Income and Tax Loss;
- (c) the right to distributions of any cash available for distribution; and
- (d) the obligation to contribute capital to the Partnership in an amount equal to the subscription price of the Units held.

No Limited Partner shall have any preference, priority or right in any circumstance, except as expressly provided in this Agreement, over any other Limited Partner in respect of the Units held by him (other than arising out of or resulting from the respective number of Units held by each Limited Partner).

6.3 Subscription Forms

A person may subscribe for Units by delivering to the General Partner a subscription form and power of attorney in such form as may be approved by the General Partner, which shall be completed and executed in a manner acceptable to the General Partner, and such other instruments as the General Partner may request.

6.4 Subscription for Units

No Subscription may be made or shall be accepted for a fraction of a Unit. Except for Accredited Investors, the Partnership shall not solicit Units of the Partnership to members of the

public.

6.5 Unit Certificates

Upon the acceptance by the General Partner of a subscription for a Unit and payment of the subscription price for such Unit, the General Partner shall cause the subscriber to be entered on the Register as a Limited Partner and on the Certificate and shall deliver to such subscriber a Unit Certificate specifying the number of Units held by such subscriber.

6.6 Receipt by Limited Partner

The receipt of any money, securities or other property from the Partnership by a person in whose name any Units are recorded (or in the case of a Unit recorded in the name of one or more persons, the receipt thereof by any one of such persons) or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units.

6.7 Corporate Matters

The General Partner shall:

- (a) maintain a registered office for the Partnership;
- (b) maintain a Register to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner, each Limited Partner's contribution to Capital and particulars of registration and assignment of Units;
- (c) maintain such other records as may be required by law and to permit such persons as are authorized by either this Agreement or by law to inspect such records where required; and
- (d) to keep at the registered office:
 - (i) a list of the full name and last known residence address of each Limited Partner, set forth in alphabetical order and indicating the number of Units held by each;
 - (ii) the name and address of the General Partner;
 - (iii) a copy of the Certificate; and
 - (iv) a copy of this Agreement.

The General Partner shall be authorized to make such reasonable rules and regulations as, from time to time, it may consider necessary or desirable including the form and content of the Register, the times when the Register may be closed, the establishment of record dates and the documentation required to record assignments of Units and other matters.

6.8 Inspection of Records

The General Partner shall make the records relating to the Limited Partners available for inspection by any Limited Partner or his agent duly authorized in writing. A copy of the Register shall be provided to any Limited Partner as soon as is practicable after notice in writing to the General Partner.

6.9 Transfer of Units Generally

A Unit shall not be assigned or transferred by a Limited Partner or his agent duly authorized in

writing without the unanimous consent of the Limited Partners.

6.10 *Parties Not Bound to See to Trust or Equity*

Except where specific provision has been made therefore in this Agreement, neither the General Partner nor the Limited Partners, shall be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Unit or any interest therein is subject, or to ascertain or inquire whether any sale or transfer or any such Unit or interest therein by any Limited Partner or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

6.11 *Pledge of a Unit*

Neither a Limited Partner nor a Principle shall pledge a Unit held by him as security for a loan to, or an obligation of, the Limited Partner.

6.12 *Liability on Transfer*

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of the Unit will thereupon be relieved of all obligations and liabilities relating to its Unit, including the obligations and liabilities under this Agreement to the extent permitted by law, and the transferee will assume all such obligations and liabilities; provided, however, that no transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

6.13 *Successors in Interest of Partners*

The Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner or the assignment, transfer or transmission of any Unit. The Partnership shall be dissolved only in the manner provided for in section 11.1 hereof.

6.14 *Incapacity, Death, Insolvency or Bankruptcy*

Where a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner or a Principle, or otherwise by operation of law, in addition to the requirements of section 6.9 hereof, that person will not be recorded as or become a Limited Partner until:

- (a) he produces evidence satisfactory to the General Partner of such entitlement;
- (b) he has agreed in writing to be bound by the terms of this Agreement, to make the representations set out in section 2.10 and to assume the obligations of a Limited Partner under this Agreement; and
- (c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require and as may be required by law or by this Agreement.

In the absence of compliance with section 6.14 (a) (b) and (c):

- i) such entitlement will not be recognized;
- ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
- iii) no amendment to the records of the Partnership will be made; and

- iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

**ARTICLE VII
CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS**

7.1 Contributions of Capital

The initial capital contribution of the General Partner is \$1.00.

7.2 Cash Calls

The General Partner shall not be entitled to call for and insist upon additional contributions of capital from the Limited Partners.

7.3 Allocation of Taxable Income and Tax Loss

- (a) The Adjusted Net Income for any Fiscal Year shall be allocated as between the General Partner and the Limited Partners on the following basis:
 - (i) the General Partner shall be allocated the following amounts for that Fiscal Year:
 - (A) ZERO POINT ONE (0.1%) PERCENT; and
 - (ii) the balance of the Adjusted Net Income for that Fiscal Year shall be allocated to the Limited Partners in amounts equal to NINETY NINE POINT NINE (99.9%) PERCENT, such amount to be distributed in accordance with the Limited Partners' Capital Contribution, on a *pro rata* basis.
- (b) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis.
- (c) Taxable Income and Tax Loss for any Fiscal Year that is allocated in accordance with the foregoing subsections of this section 7.3 to the Limited Partners shall be allocated to the Limited Partners of record on the last day of the Fiscal Year; and
- (d) where there is more than one General Partner in a Fiscal Year, the Adjusted Net Income for a Fiscal Year that is allocated to a General Partner in accordance with the foregoing subsections of this section 7.3 shall be allocated to the General Partner of record on the last day of that Fiscal Year.

7.4 Allocation and Distribution of Capital Receipts

- (a) Any cash received in a Fiscal Year by the Partnership (net of any cash used to repay indebtedness, any taxes, expenses or adjustments required in relation to the transaction)) directly or indirectly from a disposition in that Fiscal Year or any preceding Fiscal Year of the Partnership ("Capital Distribution") shall be distributed as follows:
 - (i) the amount, if any required to pay the arrears of any costs and expenses owing to the General Partner pursuant to s. 3.8; and thereafter

- (ii) the amount, if any, required to repay the principal amount and interest on loans from the General Partner; and thereafter
- (iii) the amount, if any, required for reserves which the General Partner in its discretion determines is necessary to maintain the business of the Partnership or to in order to meet present or anticipated obligations of the Partnership; and thereafter
- (iv) then, the remaining Capital Distribution shall be allocated:
 - (a) POINT ONE (0.1%) PERCENT to the General Partner; and
 - (b) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with the Limited Partners Capital Contributions, on a *pro rata* basis.

7.5 *Commingling of Funds*

The funds and assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other person.

7.6 *Separate Capital Accounts*

A separate capital account shall be established and maintained on the books of the Partnership for each Limited Partner.

7.7 *Separate Current Account*

A separate current account shall be established and maintained on the books of the Partnership of the General Partner and each of the Limited Partners to which Net Income and all other amounts to which Partners are entitled (other than Capital) are credited and Net Loss and all distributions to Partners (other than distributions of Capital included in the distribution of Capital Receipts or otherwise) are charged.

7.8 *No Interest Payable*

No Limited Partner shall be entitled to receive interest on the amount of his Capital contribution or any balance in his current account from the Partnership. No Limited Partner shall be liable to pay interest to the Partnership on any negative balance of Capital or on any negative balance in his current account.

7.9 *Repayment of Excess Distribution*

If, as determined by the General Partner, any person has received a distribution that exceeds that entitlement of such person, such person shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such person.

7.10 *Limitations Prescribed by Statute*

Notwithstanding any other provision of this Agreement, neither the Partnership nor the General Partner shall be liable to any Limited Partner for any failure to make any distribution contemplated by this Agreement if failure to make such distribution arises by reason of any statutory prohibition thereof, including without limitation, the provisions of the Act.

7.11 Return of Capital

A Limited Partner is entitled to demand a withdrawal or receive a return of his Capital only upon the dissolution, winding-up or liquidation of the Partnership as provided in section 11.2 hereof.

ARTICLE IX ACCOUNTING AND REPORTING

9.1 Books and Records

The General Partner will keep or cause to be kept on behalf of the Partnership books and records reflecting the assets, liabilities, income and expenditures of the Partnership and the Register listing all Limited Partners and the Units. Such books, records and Register will be kept available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices or the General Partner or in the case of the Register, at the office of the General Partner during the existence of the Partnership and for a period of six years thereafter.

9.2 Annual Financial Information

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an audited reconciliation of actual results with those forecast or projects. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by April 15th of the following year to assist in declaring his share of Partnership Net Income or Net Loss; provided, however, that each Limited Partner shall be solely responsible for filing all of his income tax returns and reporting his share of Partnership Net Income or Net Loss.

9.3 Other Information

The General Partner shall provide to the Limited Partners such additional financial and other information as may be required from time to time under applicable legislation or as the General Partner may from time to time deem appropriate.

ARTICLE X MEETINGS

10.1 Meetings

Meetings of the Limited Partners may be called at any time by the General Partner and shall be called by the General Partner upon the written request of one or more Limited Partners holding in the aggregate not less than 50% of the Units. Where a meeting is called by Limited Partners as aforesaid, the General Partner will, within 30 days of such written request, convene the meeting.

10.2 Place of Meeting

Every meeting will be held 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.

10.3 Notice of Meeting

Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid registered mail or by personal delivery, not less than 21 days and not more than 70 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting; and
- (b) in general terms, the nature of business to be transacted at the meeting.

10.4 Corporations

A Limited Partner that is a corporation may appoint under seal or such other proof as may be acceptable to the General Partner an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.5 Trusts

A Limited Partner that is a trust may appoint a Principle or agent as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.6 Attendance of Others

Representatives of the General Partner and of their accountants will be entitled to attend and receive notice of any meeting of Limited Partners. The General Partner has the right to authorize the presence of any person at a meeting regardless of whether the person is a Limited Partner. With the approval of the General Partner, that person is entitled to address the meeting.

10.7 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect a different chairman by Ordinary Resolution.

10.8 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

10.9 Minutes

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 meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.

10.10 Quorum

Quorum shall not be less than ONE HUNDRED (100%) PERCENT of the Limited Partners.

10.11 Voting

Each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting:

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (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 demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman of the meeting will be entitled to vote in respect of any Units held by him or for which he may be proxy holder. On any vote at a meeting of Limited Partners, a declaration of the chairman of the meeting concerning the result of the vote will be conclusive.

Any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate) that is the subject matter of a resolution shall not be entitled to vote on such resolution; provided, however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

10.12 Poll

A poll requested or required concerning: (i) the election of the chairman of a meeting or an adjournment of a meeting will be taken immediately on request; or (ii) any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the chairman of a meeting directs.

10.13 Resolution Binding

Any resolution passed in accordance with this Agreement will be binding on all the Limited Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Limited Partner was present in person or voted against any resolution so passed.

10.14 Powers Exercisable by Special Resolution

The following powers shall only be exercisable by Special Resolution passed by the Limited Partners:

- (a) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (b) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (c) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (d) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (e) changing the Fiscal Year;
- (f) dissolving or terminating the Partnership;
- (g) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (h) consenting to any amendment to this Agreement except an amendment to sections 2.8(n), 10.21, and Article VII.

10.15 Powers Exercisable by Extraordinary Resolution

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to sections 2.8(n), 10.21, or Article VII; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

10.16 Powers Exercisable by Ordinary Resolution

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

ARTICLE XI DISSOLUTION AND LIQUIDATION

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interests and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2055.

11.2 Distribution upon Dissolution

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (b) to pay all expenses incurred in the winding-up of the Partnership;
- (c) to pay all of the liabilities of the Partnership in the manner required by law;
- (d) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (e) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (f) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 capital contribution and no more.

11.3 Events Not Causing Dissolution

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the

generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

**ARTICLE XII
MISCELLANEOUS**

12.1 Competing Interests

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of the same nature as and competing with that of the Partnership, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise.

12.2 Notices

(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 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 telecopy addressed to:

HELP GENERAL PARTNER INC. (General Partner)
1601, 333 - 11TH Avenue S.W.
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828,

Attention: Mark Genuis,

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy 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 telecopy 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 facsimile to:

Essential Talk Network Inc.
c/o Wilson Laycraft
1601, 333 - 11TH Ave SW
Calgary AB T2R 1L9

Lawson Family Trust (Limited Partner)
c/o Wilson Laycraft
1601, 333 - 11TH Avenue SW
Calgary, AB T2R 1L9

Carlson Family Trust (Limited Partner)
Dr. Kevin Carlson

Bean Family Trust (Limited Partner)
c/o Bennett Jones

800, 736 - 6th Avenue S.W.
Calgary, Alberta T2P 4K7

4500 855 - 2nd Street S.W.
Calgary, AB T2P 3T7

and such notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex 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.

12.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effects to this Agreement and every part thereof.

12.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

12.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

12.6 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

12.9 Tender

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

HELP General Partner Inc.


_____.c.s.
Per: Mark Genuis, President

Essential Talk Network Incorporated



Per: Mark Genuis, President

Lawson Family Trust per its Trustees



Per:

Per:


Carlson Family Trust per its Trustees



Per:

Per:

Bean Family Trust per its Trustees



Per:

Per:

THIS IS EXHIBIT "I" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

N. M. Gillespie

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:40 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 37979804
 Customer Reference Number:

Corporate Access Number: 2011933401
 Business Number: 821063146
 Legal Entity Name: BR CAPITAL INC.

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2005/09/22 YYYY/MM/DD
 Date of Last Status Change: 2019/01/29 YYYY/MM/DD

Registered Office:

Street: 210-2020 4 ST SW
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2S1W3

Records Address:

Street: 210-2020 4 ST SW
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2S1W3

Email Address: CORPREG@MOODYSTAX.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
LAWSON	JAMES			363 OAKFERN CRES SW	CALGARY	ALBERTA	T2V4T3	JLAWSON@ICEHEALTHSYSTEMS.COM

Directors:

Last Name: BEAN
 First Name: WARREN
 Street/Box Number: 96 SPRING GATE BLVD
 City: THORNHILL
 Province: ONTARIO
 Postal Code: L4J3L7

Last Name: CARLSON
First Name: KEVIN
Street/Box Number: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3

Last Name: GENUIS
First Name: MARK
Street/Box Number: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3B8

Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRES SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3

Voting Shareholders:

Last Name: BEAN
First Name: WARREN
Street: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7
Percent Of Voting Shares: 25

Last Name: CARLSON FAMILY TRUST
Street: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3
Percent Of Voting Shares: 25

Last Name: GENUIS
First Name: MARK
Street: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3B8
Percent Of Voting Shares: 25

Last Name: LAWSON
First Name: JAMES
Street: 363 OAKFERN CRES SW
City: CALGARY

Province: ALBERTA
Postal Code: T2V4T3
Percent Of Voting Shares: 25

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE A - SHARE STRUCTURE
Share Transfers Restrictions: SEE ATTACHED SCHEDULE B - SHARE TRANSFER
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: THERE SHALL BE NO RESTRICTIONS
Business Restricted From: THERE SHALL BE NO RESTRICTIONS
Other Provisions: SEE ATTACHED SCHEDULE C - OTHER RULES & PROVISIONS

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
BR CAPITAL LIMITED PARTNERSHIP	LP12291795

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/10/28

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2005/09/22	Incorporate Alberta Corporation
2011/03/07	Change Address
2018/11/02	Status Changed to Start for Failure to File Annual Returns
2020/02/18	Update BN
2021/10/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2005/09/22
Restrictions on Share Transfers	ELECTRONIC	2005/09/22
Other Rules or Provisions	ELECTRONIC	2005/09/22

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of

data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:39 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37979784
 Customer Reference No:

Registration No: LP12291795
Current Business Name: BR CAPITAL LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2006/03/15 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2056/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: BR CAPITAL INC.
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2R1L9

Other Information:

Filing History:

List Date	Type of Filing
2006/03/15	Register Limited Partnership
2007/12/06	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000304100412708	2006/03/15
Notice to Amend	10000606101829553	2007/12/06

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:55 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37980056
 Customer Reference No:

Registration No: LP12463444
Current Business Name: FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2006/05/31 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2056/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2R1L9

Other Information:

Filing History:

List Date	Type of Filing
2006/05/31	Register Limited Partnership
2007/12/03	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000806101702384	2006/05/31
Notice to Amend	10000006101829532	2007/12/03

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:56 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37980062
 Customer Reference No:

Registration No: LP12458154
Current Business Name: FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2006/05/30 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2056/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: FIRST RESPONSE INTERNATIONAL INC.
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C2E7

Other Information:

Filing History:

List Date	Type of Filing
2006/05/30	Register Limited Partnership
2007/12/03	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000406101628150	2006/05/30
Notice to Amend	10000806101829533	2007/12/03

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
Time of Search: 10:56 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 37980069
Customer Reference Number:

Corporate Access Number: 2012279010
Business Number: 861393163
Legal Entity Name: FIRST RESPONSE INTERNATIONAL INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2006/03/09 YYYY/MM/DD

Registered Office:

Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Records Address:

Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Email Address: JLAWSON@ICEHEALTHSYSTEMS.COM

Directors:

Last Name: BEAN
First Name: WARREN
Street/Box Number: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7

Last Name: CARLSON
First Name: KEVIN
Street/Box Number: 43 BEL AIRE PLACE SW

City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3

Last Name: GENUIS
First Name: MARK
Street/Box Number: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3P8

Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRESCENT S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3

Voting Shareholders:

Legal Entity Name: 1083780 ALBERTA LTD.
Corporate Access Number: 2010837801
Street: 124 4935 40 AVE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3A2N1
Percent Of Voting Shares: 10.5

Last Name: BEAN FAMILY TRUST
Street: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7
Percent Of Voting Shares: 7.5

Last Name: CARLSON FAMILY TRUST
Street: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3
Percent Of Voting Shares: 7.5

Legal Entity Name: ESSENTIAL TALK NETWORK INCORPORATED
Corporate Access Number: 208877126

Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8
Percent Of Voting Shares: 48.01

Last Name: GENUIS
First Name: MARK
Street: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3P8
Percent Of Voting Shares: 18

Last Name: HOVEN
First Name: PETER
Street: 17 DOWNEY GREEN
City: OKOTOKS
Province: ALBERTA
Postal Code: T1S1H5
Percent Of Voting Shares: 3

Last Name: LAWSON
First Name: JAMES
Street: 363 OAKFERN CRESCENT SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3
Percent Of Voting Shares: 5.49

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT #1
Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT #2
Min Number Of Directors: 1
Max Number Of Directors: 5
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC ATTACHMENT #3

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP	LP12458154

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/02/14

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2006/03/09	Incorporate Alberta Corporation
2011/03/07	Change Address
2020/02/19	Update BN
2022/02/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2006/03/09
Restrictions on Share Transfers	ELECTRONIC	2006/03/09
Other Rules or Provisions	ELECTRONIC	2006/03/09

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:49 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37979946
 Customer Reference No:

Registration No: LP11760907
Current Business Name: HEALTH EDUCATION GP LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2005/06/16 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2055/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: HELP GENERAL PARTNER INC.
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C3E7

Other Information:

Filing History:

List Date	Type of Filing
2005/06/16	Register Limited Partnership
2007/12/11	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000205100910801	2005/06/16
Notice to Amend	10000806101829566	2007/12/11

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:48 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37979936
 Customer Reference No:

Registration No: LP11385382
Current Business Name: HEALTH EDUCATION LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2004/11/18 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2054/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: HEALTH EDUCATION GP LIMITED PARTNERSHIP
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C2E7

Other Information:

Filing History:

List Date	Type of Filing
2004/11/18	Register Limited Partnership
2007/12/12	Service Provider Correct Trade Name / Partnership
2007/12/12	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000404000033765	2004/11/18
Notice to Amend	10000605100910804	2005/06/16
Notice to Amend	10000906101702388	2006/06/16
Notice to Amend	10000106101829206	2007/12/12
Notice to Amend	10000906101829207	2007/12/12

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/29
Time of Search: 02:01 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 38373676
Customer Reference Number:

Corporate Access Number: 2011383292
Business Number: 860607373
Legal Entity Name: HELP GENERAL PARTNER INC.

Legal Entity Status: Struck
Struck Off Date: 2021/09/02
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2004/11/17 YYYY/MM/DD

Registered Office:

Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Records Address:

Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Directors:

Last Name: BEAN
First Name: WARREN
Street/Box Number: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7

Last Name: CARLSON
First Name: KEVIN
Street/Box Number: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3

Last Name: GENUIS

First Name: MARK
Street/Box Number: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3B8

Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRES SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3

Voting Shareholders:

Legal Entity Name: 1083780 ALBERTA LTD.
Corporate Access Number: 2010837801
Street: 124 4935 40 AVE NW
City: CALAGRY
Province: ALBERTA
Postal Code: T3A2N1
Percent Of Voting Shares: 10.5

Last Name: BEAN FAMILY TRUST
Street: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7
Percent Of Voting Shares: 7.5

Last Name: CARLSON FAMILY TRUST
Street: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3
Percent Of Voting Shares: 7.5

Legal Entity Name: ESSENTIAL TALK NETWORK INCORPORATED
Corporate Access Number: 208877126
Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8
Percent Of Voting Shares: 48.01

Last Name: GENUIS
First Name: MARK
Street: 186 HAWKTREE GREEN NW
City: CALGARY

Province: ALBERTA
Postal Code: T3G3B8
Percent Of Voting Shares: 18

Last Name: HOVEN
First Name: PETER
Street: 17 DOWNEY GREEN
City: OKOTOKS
Province: ALBERTA
Postal Code: T1S1H5
Percent Of Voting Shares: 3

Last Name: LAWSON
First Name: JAMES
Street: 363 OAKFERN CRES SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3
Percent Of Voting Shares: 5.49

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE
Share Transfers Restrictions: SEE ATTACHED SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 5
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
HEALTH EDUCATION GP LIMITED PARTNERSHIP	LP11760907

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2018	2019/01/29

Outstanding Returns:

Annual returns are outstanding for the 2021, 2020, 2019 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2004/11/17	Incorporate Alberta Corporation
2010/12/13	Change Director / Shareholder
2011/03/07	Change Address
2019/01/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/02/18	Update BN
2021/05/26	Status Changed to Start for Failure to File Annual Returns
2021/09/02	Status Changed to Struck for Failure to File Annual Returns

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2004/11/17
Restrictions on Share Transfers	ELECTRONIC	2004/11/17
Other Rules or Provisions	ELECTRONIC	2004/11/17
Letter - Spelling Error	10000807109565991	2010/12/13

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:41 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 37979827
 Customer Reference No:

Registration No: LP12078119
 Current Business Name: ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP

Name History:

Previous Name	Date of Name Change (YYYY/MM/DD)
NGD GP LIMITED PARTNERSHIP	2016/04/26

Status of Business Name: Active
 Trade Name / Partnership Type: Limited Partnership
 Date of Registration: 2005/12/01 YYYY/MM/DD
 Home Jurisdiction: ALBERTA
 Termination Date: 2055/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: ICE HEALTH SYSTEMS INC.
 Street: SUITE 240, 2880 GLENMORE TRAIL SE
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2C2E7

Other Information:

Filing History:

List Date	Type of Filing
2005/12/01	Register Limited Partnership
2016/04/26	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000204100412704	2005/12/01

Notice to Amend	10000206101829531	2007/12/03
Notice to Amend	10000507124325681	2016/04/26

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:41 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 37979833
 Customer Reference Number:

Corporate Access Number: 2011246580
 Business Number: 847675949
 Legal Entity Name: ICE HEALTH SYSTEMS INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
NGD INC.	2012/11/06

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2004/08/27 YYYY/MM/DD
 Date of Last Status Change: 2021/10/28 YYYY/MM/DD

Registered Office:

Street: 210-2020 4 ST SW
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2S1W3

Records Address:

Street: 210-2020 4 ST SW
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2S1W3

Email Address: CORPREG@MOODYSTAX.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
LAWSON	JAMES			363 OAKFERN CRES SW	CALGARY	ALBERTA	T2V4T3	JLAWSON@ICEHEALTHSYSTEMS.COM

Directors:

Last Name: BEAN
 First Name: WARREN

Street/Box Number: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7

Last Name: BOUTIN
First Name: CLAUDE
Street/Box Number: 124, 4935 40 AVE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3A2N1

Last Name: GENUIS
First Name: MARK
Street/Box Number: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3P8

Last Name: KAMELCHUK
First Name: LORNE
Street/Box Number: 124, 4935 40 AVE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3A2N1

Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRES SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3

Voting Shareholders:

Legal Entity Name: 1083780 ALBERTA LTD.
Corporate Access Number: 2010837801
Street: 124, 4935 40 AVE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3A2N1
Percent Of Voting Shares: 10.5

Last Name: BEAN FAMILY TRUST
Street: 96 SPRING GATE BLVD
City: THORNHILL
Province: ONTARIO
Postal Code: L4J3L7
Percent Of Voting Shares: 7.5

Last Name: CARLSON FAMILY TRUST

Street: 43 BEL AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2C3
Percent Of Voting Shares: 7.5

Legal Entity Name: ESSENTIAL TALK NETWORK INCORPORATED
Corporate Access Number: 208877126
Street: 240 - 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8
Percent Of Voting Shares: 48.01

Last Name: GENUIS
First Name: MARK
Street: 186 HAWKTREE GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G3B8
Percent Of Voting Shares: 18

Last Name: HOVEN
First Name: PETER
Street: 17 DOWNEY GREEN
City: OKOTOKS
Province: ALBERTA
Postal Code: T1S1H5
Percent Of Voting Shares: 3

Last Name: LAWSON
First Name: JAMES
Street: 363 OAKFERN CRES SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V4T3
Percent Of Voting Shares: 5.49

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE
Share Transfers Restrictions: SEE ATTACHED SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 5
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP	LP12078119

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/10/28

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2004/08/27	Incorporate Alberta Corporation
2007/08/03	Capture Microfilm/Electronic Attachments
2009/04/01	Change Director / Shareholder
2011/03/07	Change Address
2012/11/06	Name Change Alberta Corporation
2020/02/18	Update BN
2021/10/02	Status Changed to Start for Failure to File Annual Returns
2021/10/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2004/08/27
Restrictions on Share Transfers	ELECTRONIC	2004/08/27
Other Rules or Provisions	ELECTRONIC	2004/08/27

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
Time of Search: 10:40 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 37979814
Customer Reference Number:

Corporate Access Number: 2021037532
Business Number: 762212314
Legal Entity Name: ICE HEALTH SYSTEMS LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
2103753 ALBERTA LTD.	2018/03/12

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2018/03/07 YYYY/MM/DD

Registered Office:

Street: 240-4000 GLENMORE CRT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Records Address:

Street: 240,4000 GLENMORE CRT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8

Email Address: JLAWSON@ICEHEALTHSYSTEMS.COM

Directors:

Last Name: GENUIS
First Name: MARK
Street/Box Number: 186 HAWKTREE GREEN SW
City: CALGARY
Province: ALBERTA

Postal Code: T3G3P8
Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRESCENT SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2N1

Voting Shareholders:

Last Name: ICE HEALTH SYSTEMS LIMITED PARTNERSHIP
Street: 240,4000 GLENMORE CRT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO
Share Transfers Restrictions: SEE RESTRICTIONS ON SHARE TRANSFERS SCHEDULE ATTACHED HERETO
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NO RESTRICTIONS
Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO

Holding Shares In:

Legal Entity Name
SESCI HEALTH SERVICES INC.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
------------------	--------------------------------

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/03/07	Incorporate Alberta Corporation
2018/03/12	Name Change Alberta Corporation
2020/02/23	Update BN
2022/02/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/03/07
Restrictions on Share Transfers	ELECTRONIC	2018/03/07
Other Rules or Provisions	ELECTRONIC	2018/03/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20
 Time of Search: 10:57 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 37980077
 Customer Reference Number:

Corporate Access Number: 2021039892
 Business Number: 762214914
 Legal Entity Name: SESCO HEALTH SERVICES INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
SECSI HEALTH SERVICES INC.	2018/03/14

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2018/03/08 YYYY/MM/DD

Registered Office:

Street: 240-4000 GLENMORE CRT SE
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2C5R8

Records Address:

Street: 240, 4000 GLENMORE COURT SE
 City: CALGARY
 Province: ALBERTA
 Postal Code: T2C5R8

Email Address: JLAWSON@ICEHEALTHSYSTEMS.COM

Directors:

Last Name: GENUIS
 First Name: MARK
 Street/Box Number: 186 HAWKTREE GREEN SW
 City: CALGARY
 Province: ALBERTA

Postal Code: T3G3P8
Last Name: LAWSON
First Name: JAMES
Street/Box Number: 363 OAKFERN CRESCENT SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V2N1

Voting Shareholders:

Legal Entity Name: ICE HEALTH SYSTEMS LTD.
Corporate Access Number: 2021037532
Street: SUITE 240, 4000 GLENMORE COURT SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5R8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO
Share Transfers Restrictions: SEE RESTRICTIONS ON SHARE TRANSFERS SCHEDULE ATTACHED HERETO
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NO RESTRICTIONS
Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/02/14

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/03/08	Incorporate Alberta Corporation
2018/03/14	Name Change Alberta Corporation
2020/02/23	Update BN
2022/02/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/03/08
Restrictions on Share Transfers	ELECTRONIC	2018/03/08
Other Rules or Provisions	ELECTRONIC	2018/03/08

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS EXHIBIT "J" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023





Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
 Division No. 02 - Calgary
 Court No. 25-2865866
 Estate No. 25-2865866

In the Matter of the Notice of Intention to make a proposal of:

BR Capital Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:35

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902





Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095315
Estate No. 25-095315

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

BR Capital LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

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Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095316
Estate No. 25-095316

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

First Response International GP LP
Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865869
Estate No. 25-2865869

In the Matter of the Notice of Intention to make a proposal of:

First Response International Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:35

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095317
Estate No. 25-095317

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

First Response International LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095318
Estate No. 25-095318

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Health Education GP LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095320
Estate No. 25-095320

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Health Education LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865870
Estate No. 25-2865870

In the Matter of the Notice of Intention to make a proposal of:

Help Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:36

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095321
Estate No. 25-095321

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Ice Health Systems GP LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
 Division No. 02 - Calgary
 Court No. 25-2865872
 Estate No. 25-2865872

In the Matter of the Notice of Intention to make a proposal of:

Ice Health Systems Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:37

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
 Division No. 02 - Calgary
 Court No. 25-2865873
 Estate No. 25-2865873

In the Matter of the Notice of Intention to make a proposal of:

SESCI Health Services Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:38

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

THIS IS EXHIBIT "K" TO THE AFFIDAVIT
OF JAMES LAWSON SWORN ON THE
21ST DAY OF FEBRUARY, 2023

M. Sullivan

Dated as of September 16, 2022

BR Capital LP and its general partner BR Capital Inc.

ICE Health Systems LP, its general partner ICE Health Systems GP LP and its general partner ICE Health Systems Inc.

First Response International LP, its general partner First Response International GP LP and its general partner First Response International Inc.

Health Education LP, its general partner Health Education GP LP and its general partner Help Inc.

ICE Health Systems Ltd. and SESCO Health Services Inc.

Attention: James Lawson

Re: Interim Facility Commitment Letter

Dear Sirs and Mesdames:

CONTEXT:

A. BR Capital LP ("**BR LP**") is an Alberta limited partnership, of which BR Capital Inc., an Alberta corporation ("**BR GP**") is the general partner.

B. BR LP owns all of the limited partnership units in ICE Health Systems LP ("**ICE LP**"), Health Education LP ("**HE LP**") and First Response International LP ("**FRI LP**"), each being Alberta limited partnerships.

C. The general partner of ICE LP is ICE Health Systems GP LP ("**ICE GP LP**"), and the general partner of ICE GP LP is ICE Health Systems Inc., an Alberta corporation ("**ICE AB Inc**"). ICE LP owns all of the shares in ICE Health Systems Inc., a Nevada corporation ("**ICE NV**") and ICE Health Systems Ltd., an Alberta corporation ("**ICE Ltd**"). ICE Ltd owns all of the shares in SESCO Health Services MX, a Mexico corporation, and SESCO Health Services Inc., an Alberta corporation ("**SESCI**").

D. The general partner of FRI LP is First Response International GP LP, an Alberta limited partnership ("**FRI GP LP**"), and the general partner of FRI GP LP is First Response International Inc., an Alberta corporation ("**FRI Inc**").

E. The general partner of HE LP is Health Education GP LP, an Alberta limited partnership ("**HE GP LP**"), and the general partner of HE GP LP is Help Inc., an Alberta corporation ("**Help Inc**").

F. ICE LP, HE LP and FRI LP have developed and own various cloud based software systems for dental and other medical clinics and teaching functions (collectively, the "**Software**"). ICE LP indirectly licences its Software to customers in the United States through ICE NV and in Canada through ICE Ltd. HE LP and FRI LP each licence their Software to their respective customers in Canada.

G. On September 15 and 16, 2022, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc, HE LP, HE GP LP, Help Inc, FRI LP, FRI GP LP, FRI Inc, Ice Ltd and SESCO (collectively, the "**Borrowers**") each filed notices of intention to make a proposal under the *Bankruptcy and*

Insolvency Act (the "**BIA**", and the proceedings commenced thereby, the "**Proposal Proceedings**").

H. KPMG Inc. has been appointed as the proposal trustee (in such capacity, the "**Trustee**") in the Proposal Proceedings.

I. In order to fund their working capital requirements and the restructuring costs during the Proposal Proceedings, the Borrowers require interim financing.

J. In accordance with the Interim Facility Syndication Agreement dated as of September 16, 2022 (the "**Syndication Agreement**"), **2443970 Alberta Inc.** has agreed to arrange and act as administrative agent (in such capacity, the "**Agent**") for a group of lenders (collectively, the "**Lenders**") willing to provide interim financing to the Borrowers during the Proposal Proceedings on the terms and subject to the conditions set out in this Commitment Letter.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms**

Unless otherwise defined herein, capitalized words and phrases used in this Commitment Letter have the meanings given in **Schedule "A"**.

2. **Purpose**

The Borrowers shall use the proceeds of the Interim Facility solely for the following purposes and in the following order, in each case during and for the purposes of the Borrowers' pursuit of the Proposal Proceedings:

- (a) to fund the reasonable and documented fees and expenses of the Trustee and of counsel to the Trustee, the Agent, the Lenders and the Borrowers in accordance with the Cash Flow Projections and invoices rendered by the Trustee, counsel to the Trustee, the Agent, the Lenders or the Borrowers from time to time;
- (b) to fund the payment of Obligations in accordance with the terms of this Commitment Letter;
- (c) to fund the operating expenses of the Borrowers necessary for the preservation of their business and assets during the Proposal Proceedings that are in accordance with the Cash Flow Projections;
- (d) to fund such other costs and expenses agreed to by the Agent and the Lenders from time to time in writing; and
- (e) with the written consent of the Lenders, distributions to certain creditors under and in accordance the Proposal following approval of the Proposal by the Court.

For greater certainty, the Borrowers may not use the proceeds of the Interim Facility to pay any pre-filing obligations without the prior written consent of the Agent, the Lenders and the Trustee, unless the payment of such obligations is specifically identified in the Cash Flow Projections, and is not prohibited pursuant to this Commitment Letter, or is in connection with distributions under

the Proposal and in accordance with the terms of the Proposal following approval of the Proposal by the Court.

3. Interim Facility

- (a) The Agent and Lenders agree to make available to the Borrowers a non-revolving, interim credit facility (the "**Interim Facility**") in the maximum initial amount of Cdn. \$430,010.00, together with such additional amounts as the Lenders agree to advance under the Syndication Agreement (the "**Maximum Availability**"), on the terms described in this Commitment Letter.
- (b) The Borrowers may request an advance under the Interim Facility (an "**Advance**") by notice in writing to the Agent (an "**Advance Request**"), which Advance Request shall be received by the Agent by no later than 10:00 am one (1) Business Day prior to the date (which must be a Business Day) on which the Borrower requests such Advance to be made (such requested date being the "**Requested Advance Date**"), provided that:
 - (i) the conditions precedent set out in 9 and 10 have been satisfied or waived;
 - (ii) the aggregate outstanding principal amount of the Obligations under the Interim Facility shall not, either before or after the Advance, exceed the Maximum Availability or the principal secured by the Interim Financing Charge, other than with respect to Advances funding distributions under the Proposal; and
 - (iii) the Advance Request sets out the amount of the Advance, the proposed purpose of the Advance, and such purpose and amount of the Advance is consistent with the Cash Flow Projections.
- (c) Provided that the conditions precedent set out in Sections 9 and 10 have been satisfied or waived, and the Agent and the Lenders are satisfied, acting reasonably, that the Advance Request is in compliance with Section 3(b), the Agent shall cause the Advance to be deposited into the relevant Borrower's Operating Account on the Requested Advance Date.
- (d) Promptly upon the commencement of the Proposal Proceedings the Borrower shall apply for the *BIA* Charges Order, under which the following charges against the Borrowers' Collateral shall be created having the following priority rankings:
 - (i) an Administration Charge securing a maximum, aggregate amount agreed to by the Lenders, which shall rank in priority to all other Encumbrances including the Interim Financing Charge and the Directors' Charge;
 - (ii) an interim financing charge securing the Obligations in a principal amount equal to the Maximum Availability granted pursuant to section 50.6 of the *BIA* (the "**Interim Financing Charge**"), which shall rank in priority to all Encumbrances (including the Directors' Charge) other than the Administration Charge; and

- (iii) a Directors' Charge securing a maximum, aggregate amount equal agreed to by the Lenders, which shall rank in priority to all other Encumbrances other than the Administration Charge and Interim Financing Charge.

4. Term and Repayment

- (a) The Interim Facility shall terminate on the date (the "**Termination Date**") which is the earliest to occur of:
 - (i) the Proposal Transactions are completed;
 - (ii) the termination of the Interim Facility by the Agent upon the occurrence of an Event of Default;
 - (iii) the termination of the Proposal Proceedings; and
 - (iv) payment in full of all Obligations.
- (b) Subject to Section 5, the Obligations shall become due and payable in full on the Terminate Date, and the Borrowers shall repay all outstanding Obligations in full in cash on the Termination Date. In the event that there is a Conversion of the Principal and Interest under the Proposal, only outstanding Obligations other than Principal and Interest will be due and owing on the Termination Date.
- (c) The Agent shall distribute any payments on account of Principal, Interest or other Obligations to the Lenders in accordance with the Syndication Agreement.
- (d) The Termination Date may be extended from time to time with the prior written consent of the Lenders for such period and on such terms and conditions as the Agent and the Lenders may agree.
- (e) Upon a sale, realization or disposition of any of the Collateral out of the ordinary course of business, the proceeds of such sale, realization or disposition, net of reasonable transaction costs, shall be paid to the Agent for distribution to the Lenders in reduction of the principal amount of the Obligations, and the Maximum Availability shall be permanently reduced by such amount.

5. Conversion of Principal and Interest to BR Units

Upon the implementation of the Proposal, the outstanding Principal and Interest shall be converted into fully paid, non-assessable BR Units (the "**Conversion Units**", and such conversion, the "**Conversion**") in accordance with the terms and provisions of the Proposal and the BR Partnership Agreement with the effect that, after such implementation and the completion of the Conversion, the Conversion Units shall constitute that proportion of the issued and outstanding BR Units set out in the Proposal (the "**Required Conversion Unit Share**"). The Conversion Units shall be issued in the name of each Lender, or as such Lender may direct, based on such Lender's *Pro Rata* Share of the Principal and Interest, provided that if any fractional interest in a Conversion Unit would, except for the provisions of this Section 5, be deliverable upon the Conversion, BR LP shall round such Lender's entitlement to the nearest whole number. For greater certainty, in the event that the Proposal does not provide for the issuance of

Conversion Units to the Lenders in such amounts that the aggregate Conversion Units are less than the Required Conversion Unit Share, or the Proposal is not accepted by the requisite number of creditors and approved by a final order of the Court, the outstanding Principal and Interest shall not be subject to Conversion and on the Termination Date shall be due and payable in full.

6. Interest and Fees

The Borrowers shall pay interest on the outstanding Obligations from and including the date of each Advance, which will accrue in Canadian dollars at nine percent (9%) per annum, calculated daily and compounded monthly on the basis of the actual number of days elapsed in a 365-day or 366-day year, as applicable, and payable on the Termination Date. No commitment fees shall be payable to the Lenders under this Commitment Letter or the Interim Facility.

7. Interim Financing Charge and Loan Documents

- (a) The payment and performance of the Obligations shall be secured and assured by:
 - (i) the Interim Financing Charge;
 - (ii) guarantees and postponements of claim in favour of the Agent and the Lenders by ICE NV (the "**Guarantor**", and together with the Borrowers, the "**Obligors**"), under which the Guarantor will guarantee the payment and performance of the Obligations;
 - (iii) general security agreement by the Guarantor in favour of the Agent and the Lenders, granting a security interest in all of the present and after-acquired personal property of the Guarantor;
 - (iv) such other agreements, security or documents as are reasonably required by the Agent and the Lenders and are customary in transactions similar to the Interim Financing,

(the Interim Financing Charge, general security agreements and any security taken pursuant to Subsection 7(a)(iv) being collectively referred to as the "**Security**").

- (b) The Borrowers will cooperate and will cause the Guarantor to cooperate fully with the Agent to register, record or file the Security or notice thereof in all places required by the Agent and the Lenders, acting reasonably, where such registration, recording or filing is necessary or desirable in order to perfect, protect or preserve the Security Interests created by the Security, and the Borrower will also cooperate, and cause the Guarantor to cooperate, with any amendments to or renewals of those registrations, recordings and filings, and will do, or cause to be done, all other things as are necessary or desirable to maintain for the Agent and the Lenders the rights, benefits and priority of the Security and related Security Interests.
- (c) The Agent and Lenders may grant extensions, take and give up any Security or other security, accept compositions of, and grant releases and discharges of, any Security or other security in whole or in part, and otherwise deal with the

Borrowers, the Guarantor or any Loan Documents as the Agent or Lenders may see fit, all without prejudice to the Obligations or the rights, remedies, powers and recourses of the Agent and Lenders under the Loan Documents and Interim Financing Charge. The taking of any Security under this Agreement will not operate by way of merger of any of the Obligations or any previously taken Security.

8. **Cash Flow Projections**

- (a) The Borrowers shall with the assistance of the Trustee prepare thirteen (13) week rolling cash flow projections setting out their projected receipts and disbursements, commencing as of the beginning of the Proposal Proceedings and up-dated on a bi-weekly basis to roll forward the thirteen (13) week period and include actual receipts and disbursements for prior weeks, together with a variance report between actual and projected receipts and disbursements (the "**Cash Flow Projections**"), which Cash Flow Projections shall be certified by the chief financial officer of each of the Borrowers, to be true, complete and accurate.
- (b) All Cash Flow Projections must be pre-approved in writing by the Agent and the Lenders.

9. **Conditions Precedent to Effectiveness of Interim Facility**

The effectiveness of the Interim Facility shall be subject to the following conditions precedents being satisfied, as determined by the Agent and the Lenders, acting reasonably:

- (a) the Borrowers shall have fully executed and delivered this Commitment Letter and the Guarantor shall have fully executed and delivered the agreements and documents contemplated by Subsections 7(a)(ii) and 7(a)(iii);
- (b) the Agent shall have received a certificate from each of the Obligors addressed to the Agent and the Lenders attaching true copies of their constating documents and all resolutions authorizing the entering into, execution, delivery and performance of the Loan Documents and certifying any other matters reasonably required by the Agent and Lenders;
- (c) the Court shall have issued the *BIA* Charges Order, and the *BIA* Charges Order shall not have been stayed, vacated, appealed, or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the Agent and the Lenders, without the written consent of the Agent and the Lenders;
- (d) the Security or notices thereof shall have been duly registered, recorded or filed in all places and jurisdictions that the Agent and Lenders deem appropriate, all steps will have been taken to validly create, perfect, protect and preserve the Security Interests created by the Security and to provide the Interim Facility, the Obligations and those Security Interests with the priority contemplated by this Commitment Letter, and the Agent shall have received evidence satisfactory to the Agent and the Lenders of the completion of those registrations, recordings and filings; and

- (e) there shall not have occurred or be continuing a Default or Event of Default.

10. **Conditions Precedent to Advances**

The obligation to provide any Advance shall be subject to the satisfaction or waiver of the following conditions precedent as of the Requested Advance Date, each of which conditions is for the benefit of the Agent and the Lenders and may be waived by the Agent and the Lenders in whole or in part on such terms as the Agent and the Lenders may stipulate:

- (a) the Borrowers shall have delivered to the Agent an Advance Request within the time period required in Section 3(b);
- (b) no Default or Event of Default shall have occurred or be continuing, or will occur or be continuing upon such Advance being effected;
- (c) no Material Adverse Effect shall have occurred or be continuing, or will occur or be continuing upon such Advance being effected;
- (d) each of the representations and warranties of the Obligor in any Loan Document shall be true and correct and will continue to be true and correct upon such Advance being made;
- (e) the *BIA Charges Order* shall not have been stayed, vacated, appealed, or otherwise caused to be ineffective or amended, restated or modified in any manner without the written consent of the Agent and the Lenders.
- (f) the Borrowers shall be in compliance with the *BIA Charges Order* and any amendments thereto;
- (g) the Borrowers shall have complied in all material respects with the Cash Flow Projections;
- (h) the Agent shall have received a certificate from an officer of each of the Borrowers, in form and substance satisfactory to the Agent and the Lenders, acting reasonably, certifying that the conditions in Subsections 10(b) to (g) have been satisfied; and
- (i) the Lender shall be satisfied that no Encumbrance ranks in priority to the Interim Financing Charge save and except for the Administration Charge, and that the Interim Financing Charge secures all Obligations.

11. **Representations and Warranties**

Each Borrower represents and warrants to the Agent and Lenders, upon which the Agent and Lenders are relying in entering into this Commitment Letter, that:

- (a) each Obligor is duly created or incorporated and validly existing under the laws of its jurisdiction of creation or incorporation and each is qualified to carry on business in each jurisdiction in which it owns property or assets or carries on business;

- (b) each Obligor has the power and authority to own its property, carry on business and enter into, execute, deliver and perform its obligations under the Loan Documents to which it is a party;
- (c) each Obligor has taken all partnership and/or corporate and other actions to authorize the execution, delivery and performance of the Loan Documents to which it is a party and the transactions contemplated hereby and thereby;
- (d) subject to the obtaining of the BIA Charges Order and the terms thereof:
 - (i) the Loan Documents to which each Obligor is party has been duly executed, delivered and authorized by it and constitute legal, valid and binding obligations, enforceable in accordance with their respective terms; and
 - (ii) each Obligor is in material compliance with, and operates the business in material compliance with, all Applicable Laws, in all material respects;
- (e) the Cash Flow Projections are based on good faith estimates and assumptions believed by the Borrowers to be reasonable at the time made, as certified by an officer of each of the Borrowers, provided that the Agent and Lenders recognize that the Cash Flow Projections and any such forward-looking statements, estimates, and *pro forma* financial information are not to be viewed as facts and are subject to material contingencies and assumptions, many of which are beyond the control of the Borrowers, and that actual results during the period or periods covered by the Cash Flow Projections and any such forward-looking statements, estimates, and *pro forma* financial information may differ materially from the projected results;
- (f) each Obligor has filed in a timely fashion all required tax returns and reports (except in respect of any prior fiscal period for which the due date for filing the applicable tax return has not yet occurred) and paid all required taxes and remittances, including all employee source deductions (including income taxes, employment insurance and Canada pension plans), sales taxes (both federal and provincial), payroll taxes and workers compensation payments, except for as contemplated in the Cash Flow Projections, and any taxes that are not yet due and payable or which are in dispute in which case appropriate reserves have been made; and
- (g) the provisions of the *BIA Charges Order* are effective to create, in favour of the Agent and Lender, a legal, valid, binding, and enforceable perfected Interim Financing Charge in the Collateral and the proceeds thereof, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents.

12. Positive Covenants

Each Borrower, jointly and severally, covenants and agrees in favour of the Agent and the Lenders to:

- (a) preserve, renew and keep in full force their corporate existence and Material Contracts;
- (b) pay all Obligations in accordance with this Commitment Letter and all other Loan Documents;
- (c) subject to the Cash Flow Projections, pay all taxes (including, without limitation, corporate, goods and services tax and employee source deductions), except contested taxes, for which appropriate reserves have been made, make all remittances, and file on a timely basis all tax returns;
- (d) comply with the Cash Flow Projections and use Advances under the Interim Facility solely for the purposes stated in this Commitment Letter and the Cash Flow Projections;
- (e) comply with the provisions of the *BIA* Charges Order and the any other orders of the Court made in connection with the Proposal Proceedings;
- (f) promptly advise the Agent and Lenders of material events in the conduct of the Obligor's business and the Proposal Proceedings, including delivery of reasonably requested information and weekly status updates;
- (g) allow the Agent and Lenders to have reasonable access during normal business hours, on reasonable notice, to the collateral, the premises upon which the Collateral is located and the Obligors (and their respective officers and employees) to inspect, appraise and conduct appraisals and field examinations of any or all of the collateral and obtain information about the collateral and the financial condition and business (including to the books, records, financial information and electronic data rooms of or maintained by the Obligors) of the Obligors (at the expense of the Borrowers), subject to solicitor-client privilege, all court orders, applicable privacy laws and applicable confidentiality obligations of the Agent and Lenders;
- (h) promptly following the commencement of the Proposal Proceedings prepare a form of Proposal that is in form and substance acceptable to the Agent and Lender, and whose approval by the Court the Trustee is prepared to recommend, and file such Proposal and seek its acceptance by the requisite majority of the Debtors' creditors and approval by the Court as soon as reasonably possible;
- (i) direct management and any financial advisor and/or legal counsel of the Obligors to cooperate with reasonable requests for information by the Agent and Lenders and their counsel and other advisors, in each case subject to solicitor-client privilege, all court orders and applicable privacy laws, in connection with matters related to the Interim Facility or compliance of the Obligors with the Obligations;
- (j) maintain adequate insurance of such kinds and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Agent and Lenders, acting reasonably, with the Agent and Lenders noted as loss payee on property insurance policies and additional insured on liability insurance policies; and

- (k) pay all documented out-of-pocket legal fees and disbursements incurred by the Agent and Lenders within five (5) Business Days of being invoiced therefor.

13. Negative Covenants

The Borrowers covenant and agree in favour of the Agent and Lenders to not to do, or cause not to be done, and to not permit the Guarantor to do, or cause to be done, the following, without the prior written consent of the Agent and Lenders:

- (a) make any payment or disbursement that is not contemplated in the Cash Flow Projections, without the prior consent of the Agent and Lenders;
- (b) create any Indebtedness other than (i) Indebtedness arising as of the date of this Commitment Letter and disclosed to the Agent and Lenders; (ii) the Obligations; or (iii) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Cash Flow Projections;
- (c) make any payment, including, without limitation, any payment of principal, interest or fees, on account of pre-filing debt or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Obligors, royalties, forward contracts or any similar arrangements, other than as required or permitted pursuant to the Cash Flow Projections;
- (d) terminate or amend, or waive compliance with any provision of, any Material Contract in any material manner;
- (e) create, incur or permit to exist any Encumbrances over the Collateral other than (i) Encumbrances in existence on the date hereof; (ii) the Administration Charge; (iii) the Interim Financing Charge; and (iv) the Directors' Charge;
- (f) transfer, sell, lease, assign or otherwise dispose of any of the Collateral except with the consent of the Agent and Lenders;
- (g) change its name, jurisdiction, business, liquidate, dissolve or merge, amalgamate or consolidate with any other Person;
- (h) cease (or threaten to cease) to carry on their business or activities as currently being conducted or modify or alter in any material manner the nature and type of their operations, business or the manner in which such business is conducted, except as contemplated in the Cash Flow Projections;
- (i) other than in respect of the Trustee, counsel to the Borrowers and counsel to the lender, pay, reimburse, incur any obligation to pay or reimburse, or establish any retainer with respect to, the fees, expenses or disbursements of a legal, financial or other advisor of any party, unless reviewed and approved in advance by the Agent and Lenders;
- (j) seek or apply to vary, supplement, revoke, terminate or discharge the BIA Charges Order where such variation, supplement, revocation, termination or discharge would have a material adverse effect on the Agent and Lenders;

- (k) enter into any agreement or letter of intent with respect to, consummate, attempt to consummate, support an attempt to consummate by another party, or seek Court approval of any Proposal that is not consented to by the Agent and the Lenders, other than a Proposal that would result in the repayment in full of the Obligations; and
- (l) amend, replace, supplement or otherwise modify the Cash Flow Projections except as approved by the Agent and Lenders in accordance with the terms hereof.

14. Reporting Requirements

Each of the Borrowers shall provide to the Agent, for distribution to the Lenders:

- (a) in accordance with Section 9, each week (i) a rolling 13-week cash flow forecast of the cash receipts and cash disbursements of the Borrowers for the immediately following consecutive 13 weeks, set forth on a weekly basis; and (ii) a variance report comparing the actual cash receipts and cash disbursements for the preceding week to the projected cash receipts and cash disbursements provided for such week in the most recently delivered Cash Flow Projections;
- (b) within ten (10) days of each calendar month, evidence of payment of all remittances owing by the Borrowers to any Governmental Authorities in respect of sales tax, goods and services tax and employee source deductions and confirmation that they are in good standing; and
- (c) promptly upon becoming aware thereof, provide details of the following to the Lender:
 - (i) any pending, threatened or potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor, by or before any court, tribunal, Governmental Authority or regulatory body;
 - (ii) any existing (or threatened in writing) default or dispute with respect to any of the Material Contracts; and
 - (iii) the occurrence of any Default, Event of Default, Material Adverse Change or any event or circumstances that would constitute a material adverse variance from the Cash Flow Projections.

15. Events of Default

The occurrence of any one or more of the following shall constitute an event of default (each an "Event of Default") under this Commitment Letter:

- (a) the non-payment when due of any Obligations owing to the Agent or Lenders under this Commitment Letter or any of the other Loan Documents;
- (b) if any representation or warranty made under this Commitment Letter or in any of the other Loan Document is false or inaccurate in any material respect;

- (c) the breach by one or more of the Borrowers of any of its Obligations under this Commitment Letter or by one or more of the Obligor under any of the other Loan Documents in any material respect;
- (d) if any proceeding is commenced or consented to by an Obligor challenging the validity, priority, perfection or enforceability of this Commitment Letter, any of the other Loan Documents, the Interim Financing Charge or the Obligations;
- (e) if the amount or priority of the Interim Financing Charge set out in the *BIA* Charges Order is varied without the consent of the Agent and the Lenders;
- (f) the issuance of any Order of the Court (i) dismissing the Proposal Proceedings or lifting the stay of proceedings therein to permit the enforcement of any security against any Borrower or any Collateral, (ii) appointing a receiver, receiver and manager, interim receiver, trustee in bankruptcy or similar official in respect of any Obligor, (iii) granting any Encumbrance that is in priority to or *pari passu* with the Interim Financing Charge or any other Security Interest created by the Security, (iv) modifying this Commitment Letter or any other Loan Document, (v) approving a Proposal that has not been consented to by the Agent and Lenders, or (vi) staying, reversing, vacating or otherwise modifying any order granted in the Proposal Proceedings without the prior written consent of Agent and Lenders (A) in their sole and absolute discretion in respect of the *BIA* Charges Order or any other order or amendment thereto relating to the Interim Facility or any other matter that adversely affects the Agent and the Lenders, and (B) acting reasonably in respect of any other matter;
- (g) any application shall be commenced or filed by the Borrowers, or if commenced by another party, supported, remain unopposed or otherwise consented to by the Borrowers, seeking approval of any Proposal that has not been consented to by the Agent and the Lenders;
- (h) the material non-compliance by one or more of the Borrowers with the terms of the *BIA* Charges Order or any other Order issued in the Proposal Proceedings;
- (i) the non-compliance by one or more of the Borrowers with the Cash Flow Projections in any material respect;
- (j) the occurrence of any variances in excess of:
 - (i) negative fifteen (15%) percent in respect of receipts;
 - (ii) positive fifteen (15%) percent in respect of any disbursement line item; or
 - (iii) positive fifteen (15%) percent in respect of aggregate disbursements,
 of the actual cash flow against the forecasted cash flow in the Cash Flow Projections for any rolling consecutive three-week period;
- (k) the making by any Borrower of a payment of any kind that is not consistent with the Cash Flow Projections in any material respect;

- (l) if any order is made by the Court that contravenes or is inconsistent with this Commitment Letter or the other Loan Documents which adversely affect the interests of the Agent and the Lenders, or which is not in form and substance acceptable to the Agent and the Lenders;
- (m) any event or occurrence that has a Material Adverse Effect on one or more of the Obligors, or the business or the assets of the Obligors, including a default under, revocation, suspension or cancellation of, any Material Contract, including any Obligor ceasing to be valid, subsisting and in good standing or is withdrawn, suspended or adversely amended;
- (n) except as stayed by order of the Court, a default under, termination, revocation or cancellation of, any Material Contract, or permit that, in the opinion of the Agent and the Lenders, is material to the business of one or more of the Obligors.

16. Remedies

Immediately upon the occurrence of an Event of Default, and subject to Applicable Law, the Agent and Lenders can:

- (a) declare that the commitment under the Interim Facility has expired and that the Lenders' obligations to make any Advances have terminated whereupon the Lenders' obligations to make any Advances shall terminate;
- (b) declare the entire amount of the Obligations to be immediately due and payable, without the necessity of presentment for payment, notice of non-payment or notice of protest (all of which are hereby expressly waived), whereupon all Obligations shall become due and payable by the Obligors;
- (c) subject to the applicable provisions of the *BIA* Charges Order, exercise any and all rights and remedies available to the Agent and the Lenders under the *BIA*, the *PPSA*, or other Applicable Law, in equity, pursuant to this Commitment Letter, the Loan Documents, the Interim Financing Charge or otherwise; and
- (d) upon three (3) Business Days prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Agent and the Lenders:
 - (i) for the appointment of a receiver, interim receiver, or receiver and manager, or analogous party, of some or all of the assets of one or more of the Obligors or a licensed insolvency trustee of one or more of the Obligors; and
 - (ii) providing the Trustee with the power, in the name of and on behalf of one or more of the Borrowers, to take all necessary steps in the Proposal Proceedings.

17. Remedies Cumulative

The rights and remedies of the Agent and the Lenders under this Commitment Letter, the other Loan Documents and the Interim Financing Charge are cumulative and are in addition to and not

in substitution for any other rights and remedies available at law or in equity or otherwise, including under the *BIA* in the Proposal Proceedings.

18. Additional Interim Financing

If the Borrowers obtain any interim financing (including any interim financing approved by the Court pursuant to section 50.6 of the *BIA* or a receivership order in respect of the Borrowers or certain of them) following the date of the *BIA* Charges Order, such interim financing shall rank subordinate in all respects (including in right of payment and security) to the Obligations and the Interim Financing Charge.

19. Amendments

Amendments and waivers of the provisions of this Commitment Letter and the Loan Documents shall require the approval of the Agent, the Lenders and the Borrowers.

20. Assignments and Participations

- (a) None of the Borrowers can assign any of their respective rights or obligations under this Commitment Letter or the other Loan Documents without the prior written consent of the Agent and the Lenders.
- (b) A Lender may assign its right, title and interest in and to this the Obligations, the Commitment Letter, the Loan Documents and the Interim Financing Charge in accordance with the Syndication Agreement.
- (c) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Trustee, sell participations to any Person (other than a natural person) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Commitment Letter (including all or a portion of the Obligations); provided that: (i) such Lender's obligations under this Agreement shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrowers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any payment by a Participant in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrowers or a new Advance to the Borrowers.

21. Expenses and Indemnification

- (a) The Borrowers shall pay, on demand, all reasonable fees and documented fees, costs and expenses of the Agent and Lenders incurred in connection with the preparation, due diligence, negotiation, execution, amendment, administration, and enforcement of the Interim Facility, this Commitment Letter, the other Loan Documents and with respect to the *BIA* Proceedings (including all legal fees, disbursements and other charges (the foregoing whether or not the transactions contemplated herein are completed)).
- (b) The Borrowers jointly and severally agree to indemnify and hold harmless the Agent and Lenders (and their Affiliates and their respective officers, directors, employees, advisors and agents) from and against any and all actions, suits,

proceedings, claims, losses, damages, liabilities (including the fees, disbursements and other charges of counsel to the indemnified parties and, if a conflict of interest exists, one additional counsel to the affected indemnified parties and, if necessary, of one special counsel and one local counsel in any relevant jurisdiction) (excluding indirect or consequential damages, punitive damages, and claims for lost profits), incurred in connection with the financing contemplated hereby or the use of proceeds of the Interim Facility and, upon demand, to pay and reimburse for any legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim, except to the extent they result from such Person's gross negligence or willful misconduct.

- (c) The indemnities granted under this Commitment Letter shall survive any termination of the Interim Facility.

22. Further Assurances

Each of the Borrowers, the Agent and the Lenders shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required, or requested by the other party or parties hereto from time to time, to carry out the provisions hereof and in each of the other Loan Documents and give effect to the transactions and grant of the Interim Financing Charge contemplated hereby and thereby.

23. Currency

All dollar amounts referred to in this Commitment Letter are denominated in Canadian dollars unless otherwise stipulated.

24. Taxes, Yield Protection and Increased Costs

All loan repayments and prepayments will be made free and clear of Taxes. If any Taxes are Withholding Taxes from any amount payable to a Lender under this Commitment Letter, the amount so payable to such Lender shall be increased to the extent necessary to yield to such Lender on a net basis after payment of all Withholding Taxes, the amount payable under such this Commitment Letter at the rate or in the amount specified herein and the Borrowers shall provide evidence satisfactory to such Lender that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to such Lender to account for any deduction or withholding, such Lender shall reasonably cooperate with the applicable Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by such Lender to the applicable Borrowers promptly. If reasonably requested by the Borrowers, such Lender shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and such Lender shall cooperate with the applicable Borrowers and assist such Borrowers to minimize the amount of deductions or withholdings required.

25. Prepayments

Provided the Trustee (i) is satisfied that the Borrowers have sufficient cash reserves, and (ii) provides its consent, the Borrowers may prepay any Obligations at any time prior to the Termination Date.

26. Security Valid Irrespective of Time of Advance

All rights, agreements, and obligations of the Borrowers, the Agent and Lenders and the granting of, and the priorities of, the Security and the Obligations, will remain in full force and effect irrespective of the time of any Advance made to the Borrowers by the Agent or Lenders under the Interim Facility.

27. Governing Law and Forum

This Commitment Letter shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Borrowers, Agent and Lenders hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to all matters arising under or in connection with this Commitment Letter.

28. Counterparts

This Commitment Letter and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Commitment Letter delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Commitment Letter.

29. Time of the Essence

Time is of the essence in this Commitment Letter.

30. Entire Commitment Letter

This Commitment Letter, including the schedules hereto, constitute the entire agreement between the parties relating to the subject matter hereof.

31. Severability

Any provision in this Commitment Letter which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

32. No Third-Party Beneficiary

This Commitment Letter does not confer rights upon any Person, and no Person is entitled to rely upon this Commitment Letter, other than the Borrowers, Agent, the Lenders and the indemnified parties under Section 21(b).

33. Joint & Several

The Obligations of the Borrowers hereunder are joint and several.

34. Notice

All Notices shall be in writing and addressed at the addresses set forth in Schedule A (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Commitment Letter, a Notice is effective only upon receipt by the receiving party, and if the party giving the Notice has complied with the requirements of this Section.

35. Miscellaneous

- (a) With reference to this Commitment Letter and each other Loan Document, unless otherwise specified herein or in such other Loan Document:
 - (i) The definitions of terms in this Commitment Letter shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall".
 - (ii) Unless the context requires otherwise, references herein or in any other Loan Document:
 - (A) to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document);
 - (B) to any Person shall be construed to include such Person's successors and assigns;
 - (C) to the words "herein," "hereof" and "hereunder," and words of similar import when used in this Commitment Letter, shall be construed to refer to this Commitment Letter in its entirety and not to any particular provision thereof;
 - (D) to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Commitment Letter;
 - (E) to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time;
 - (F) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and

intangible assets and properties, including cash, securities, accounts and contract rights; and

- (G) the approval or consent by the Agent and Lenders shall be construed to mean the approval or consent in writing by an authorised person designated by the Agent or applicable Lender in writing and in the sole and absolute discretion of the Agent or applicable Lender, which approval or consent may be unreasonably withheld, denied or delayed.
- (iii) The headings in this Agreement are for reference only and shall not affect the interpretation of this Commitment Letter.
- (iv) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".
- (b) This Commitment Letter and the other Loan Documents have been negotiated by each of the parties hereto and thereto with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of the Loan Documents.
- (c) If any provision of this Commitment Letter or any other Loan Document requires a party to take an action on or before a date that is not a Business Day, the action is valid if taken by the relevant party on or before the next Business Day; except that, in the case of a payment, if the next Business Day is in a different calendar month than the date specified for the payment, the payment shall be due on the preceding Business Day.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Commitment Letter as of the date set out above.

Agent, for and on behalf of the Lenders:

2443970 Alberta Inc.

By:

James Lawson

James Lawson (Oct 13, 2022 15:10 MDT)

Name: James Lawson

Title: CFO

Borrowers:

BR Capital LP, by its general partner, BR Capital Inc.

By:

James Lawson

James Lawson (Oct 13, 2022 15:10 MDT)

Name: James Lawson

Title: CFO

BR Capital Inc.

By:

James Lawson

James Lawson (Oct 13, 2022 15:10 MDT)

Name: James Lawson

Title: CFO

ICE Health Systems LP, by its general partner ICE Health Systems GP LP, by its general partner ICE Health Systems Inc.

By:

James Lawson

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**First Response International LP, by its general partner
First Response International GP LP, by its general partner
First Response International Inc.**

By:

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**First Response International GP LP, by its general partner
First Response International Inc.**

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First Response International Inc.

By:

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**Health Education LP, by its general partner
Health Education GP LP, by its general partner Help Inc.**

By:

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Help Inc.

By:

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Title: CFO

ICE Health Systems Ltd.

By:

James Lawson

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Title: CFO

SESCI Health Services Inc.

By:

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Name: James Lawson

Title: CFO