

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), 10.21, 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 - 11<sup>TH</sup> 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 <sup>th</sup> Ave SW Calgary AB T2R 1L9	Lawson Family Trust (Limited Partner) c/o Wilson Laycraft 1601, 333 - 11 <sup>th</sup> 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

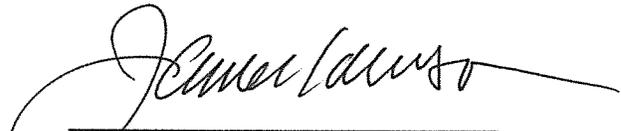
**1083780 ALBERTA LTD.**

  
\_\_\_\_\_  
Per:

**BEAN FAMILY TRUST per its Trustees**

  
\_\_\_\_\_  
Per:

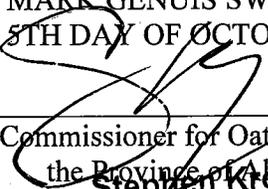
**LAWSON FAMILY TRUST per its Trustees**

  
\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

THIS IS EXHIBIT "H" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



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A Commissioner for Oaths in and for  
the Provinces of Alberta  
**Stephen Kroeger**  
Barrister & Solicitor

# 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.

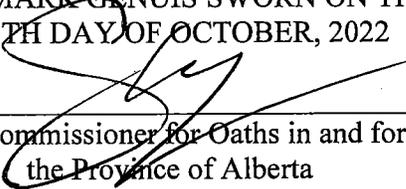
**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2004/08/27
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2004/08/27
<a href="#">Other Rules or Provisions</a>	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.



THIS IS EXHIBIT "I" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

# Government of Alberta ■ Trade Name / Partnership Search

## Corporate Registration System

Date of Search: 2022/08/05  
 Time of Search: 10:29 AM  
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
 Service Request No: 38070124  
 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.





10000806101702384

**CERTIFICATE OF LIMITED PARTNERSHIP**

LP12463444

Pursuant to Section 52 of the *Partnership Act* (Alberta) S.A. 2000 c. P-3, this shall constitute a Certificate of Limited Partnership for the purpose of forming a limited partnership in the Province of Alberta.

**(A) Firm Name**

FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP

**(B) Character of the business**

Developing, commercializing, marketing and selling an emergency personal educational resource centre and communication platform.

**(C) Name and place of residence of each partner**

General Partner:	First Response International GP Limited Partnership 1601, 333 - 11 AVE SW Calgary, AB T2R 1L9
Limited Partner:	BR Capital Limited Partnership c/o 1601, 333 - 11 <sup>th</sup> Ave SW Calgary, Alberta T2R 1L9

**(D) Term for which the partnership is to exist**

Commence upon the filing of Certificate of Limited Partnership and running until December 31, 2056 unless extended by the Partners.

**(E) The amount of cash contributed by each limited partner**

\$10,000.00 per Unit.

**(F) The amount of additional contributions to be made by each limited partner**

None.

**(G) The time, if agreed on, when the contribution of each limited partner is to be returned**

None.

**(H) The share of the profits or other compensation by way of income each limited partner is entitled to receive**

FIFTY (50%) PERCENT of the Proportionate Share of Net Income/Losses of the Partnership allocated to the Limited Partners as set out in the Limited Partnership Agreement.

**(I) The right of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution**

Not applicable.

**(J) The right of the partners to admit additional limited partners**

Additional subscriptions upon consent of the General Partner.

**(J) The rights of one or more of the limited partners to priority over other limited partners, to a**

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return of contributions or to compensation by way of income, and the nature of the priority

None.

- (J) The rights of the remaining general partner or partners to continue the business on the death, retirement or mental incompetence of a general partner

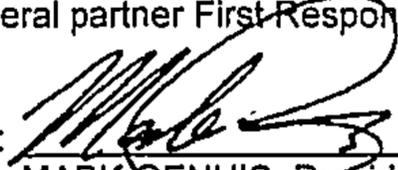
Not Applicable.

- (J) The right of a limited partner to demand and receive property other than cash in return for his contribution

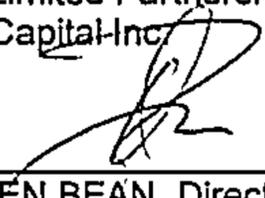
None.

DATED this 26<sup>th</sup> day of May, 2006.

First Response GP Limited Partnership, by its general partner First Response International Inc.

Per:   
 MARK GENUIS, President

BR Capital Limited Partnership, by its general partner BR Capital Inc.

Per:   
 WARREN BEAN, Director



IN THE MATTER OF

10000006101829532

LP1a463444

FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP

AND IN THE MATTER OF SECTION 70

OF THE PARTNERSHIP ACT (ALBERTA) AS AMENDED

(THE "PARTNERSHIP ACT")

NOTICE TO AMEND CERTIFICATE

The undersigned hereby gives notice that the Certificate of Limited Partnership of First Response International Limited Partnership (the "Partnership") filed with the Registrar of Corporations in the Province of Alberta on May 26, 2006, as registration number LP12463444be amended by changing the amount of cash and the nature and fair value of other property contributed by each limited partner per the attached Schedule A.

The Limited Partnership Agreement governs the relationship between the General Partner and the Limited Partners and the operations of the Partnership. The Limited Partnership Agreement forms part of this Notice to Amend and new Certificate of Limited Partnership and the definitions contained in the Limited Partnership Agreement are made a part of this Notice to Amend and new Certificate of Limited Partnership and are incorporated herein without further reference.

Save and except as specifically provided herein, the Certificate of Limited Partnership is hereby ratified and confirmed.

DATED at the City of Calgary, in the Province of Alberta, this 27<sup>th</sup> day of November, 2007.

GENERAL PARTNER:

FIRST RESPONSE INTERNATIONAL GP LIMITED  
PARTNERSHIP

Per:

FIRST RESPONSE INTERNATIONAL GP LIMITED  
PARTNERSHIP on behalf of the Limited Partner, as  
Power of Attorney

Per:

LIMITED PARTNER:

Limited Partners  
Name and Address

Schedule A

Number of Partnership Units  
Represented

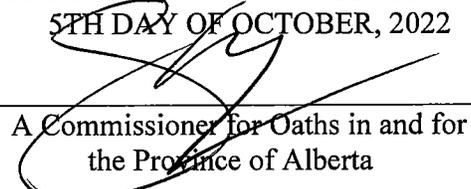
Total  
Contribution

BR CAPITAL LIMITED PARTNERSHIP,  
c/o Burnet Duckworth & Palmer LLP  
1400, 350 - 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3N9

35

\$350,000.00

THIS IS EXHIBIT "J" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

# FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP AGREEMENT

Dated as of the 26<sup>th</sup> 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 26<sup>th</sup>, 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***