

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 telecopy) addressed to:

**FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP**

(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). 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.

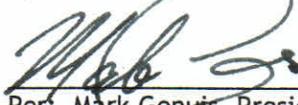
### **12.9 Tender**

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.

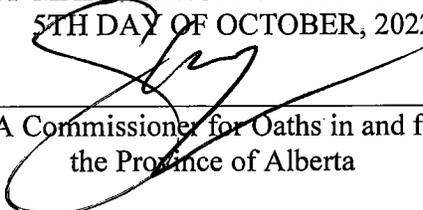
FIRST RESPONSE INTERNATIONAL GENERAL PARTNER LIMITED PARTNERSHIP  
by its General Partner, FIRST RESPONSE INTERNATIONAL INC.

  
\_\_\_\_\_<sup>c</sup>  
Per: Mark Genuis, 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 "K" 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: 10:30 AM  
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
 Service Request No: 38070132  
 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.





10000406101628150

**CERTIFICATE OF LIMITED PARTNERSHIP**

LP 12458154

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 GP LIMITED PARTNERSHIP

**(B) Character of the business**

To act as the general partner of the First Response International Limited Partnership.

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

- General Partner: First Response International Inc.  
1601, 333 - 11 AVE SW Calgary AB T2R 1L9
- Limited Partners:
  - Genuis Family Trust  
c/o Wilson Laycraft  
1601, 333 - 11<sup>th</sup> Ave SW  
Calgary, AB T2R 1L9
  - Carlson Family Trust  
800, 736 - 6th Avenue S.W  
Calgary, AB T2P 4K7
  - Bean Family Trust  
c/o Bennett Jones  
4500, 855 2<sup>nd</sup> St SW  
Calgary, AB T2P 3T7
  - Lawson Family Trust  
c/o Wilson Laycraft  
1601, 333 - 11<sup>th</sup> Ave SW  
Calgary, AB T2R 1L9
  - Essential Talk Network Inc.  
c/o Wilson Laycraft  
1601, 333 - 11<sup>th</sup> Ave SW  
Calgary, AB T2M 0R7

**(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**

\$1.00 for each 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

NINETY NINE POINT NINE (99.9%) 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 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

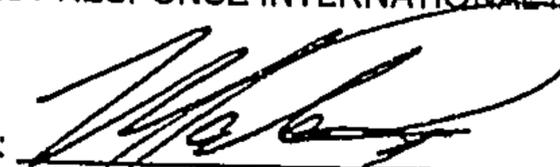
None.

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

ESSENTIAL TALK NETWORK INC.

Per:   
MARK GENUIS, President

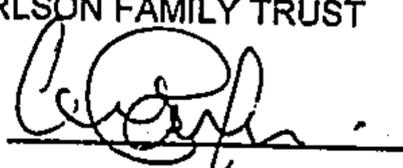
FIRST RESPONSE INTERNATIONAL INC.

Per:   
MARK GENUIS, President

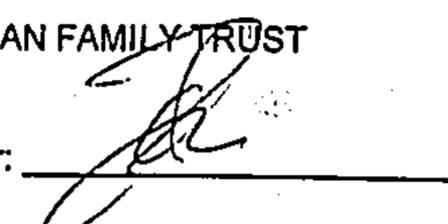
GENUIS FAMILY TRUST

Per: 

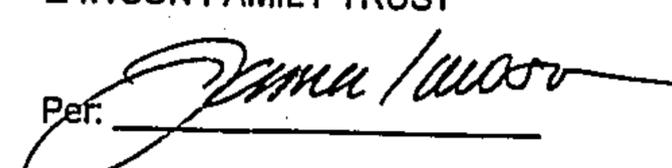
CARLSON FAMILY TRUST

Per: 

BEAN FAMILY TRUST

Per: 

LAWSON FAMILY TRUST

Per: 



IN THE MATTER OF

100000806101829533

LP12458154

FIRST RESPONSE INTERNATIONAL GP 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 GP Limited Partnership (the "Partnership") filed with the Registrar of Corporations in the Province of Alberta on May 26, 2006, as registration number LP12458154 be 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 INC.

Per: 

LIMITED PARTNER:

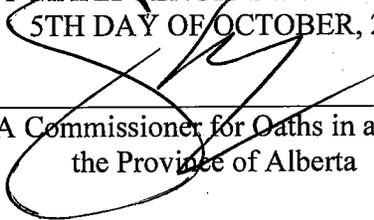
FIRST RESPONSE INTERNATIONAL INC. on behalf of the  
Limited Partners, as Power of Attorney

Per: 

CR0701910 0149



THIS IS EXHIBIT "L" 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 GENERAL PARTNER LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP AGREEMENT**

Made the 26<sup>th</sup> 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 - 11<sup>th</sup> 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.

### **2.4 Fiscal Year**

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### **2.8 Status of General Partner**

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- (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.