

10.12 Attendance of Others

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

10.13 Chairman

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

10.14 Additional Rules and Procedures

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

10.15 Minutes

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

10.16 Quorum

- (a) Subject to subsection (b) of this section 10.16, a quorum at any meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 20% of the outstanding Units. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting:
 - (i) if called by or on the requisition of the Limited Partners, will be terminated; and
 - (ii) if called by the General Partner, will be held at the same time and, if available, the same place not less than 10 days nor more than 21 days later (or if that date is not a Business Day, the first Business Day after that date), and the General Partner will give at least five days' notice to all Limited Partners of the date of the reconvening of the adjourned meeting. Such notice need not set forth the matters to be considered unless they are different from those for which the original meeting was called. At such reconvened meeting the quorum for the meeting will consist of two or more persons present in person who collectively hold or represent by proxy not less than 15% of the outstanding Units.
- (b) For the purpose of considering a sale of the Project (other than in the ordinary course of business), a quorum at any meeting or adjourned meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 50% of the outstanding Units.

10.17 Voting

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

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

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

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

10.18 Poll

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

10.19 Resolution Binding

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

10.20 Powers Exercisable by Special Resolution

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

- (a) consenting to a sale of any part of or all the Partnership's interest in the Project (other than in the ordinary course of business);
- (b) consenting to the resignation of the General Partner prior to January 1, 2006 and appointing a replacement therefore;
- (c) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (d) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (e) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (f) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;

- (g) changing the Fiscal Year;
- (h) dissolving or terminating the Partnership;
- (i) consenting to the rebuilding of the Project in the event that it is substantially destroyed;
- (j) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (k) subject to section 3.10 hereof, consenting to any amendment to this Agreement except an amendment to section 10.21.

10.21 Powers Exercisable by Extraordinary Resolution

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

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

10.22 Powers Exercisable by Ordinary Resolution

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

**ARTICLE XI
DISSOLUTION AND LIQUIDATION**

11.1 Dissolution and Termination

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2054.

11.2 Distribution upon Dissolution

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

- (a) to pay any costs involved in the sale of all of the Partnership's interest in the Project and the distribution of the assets of the Partnership;
- (b) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;

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

11.3 Events Not Causing Dissolution

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

ARTICLE XII MISCELLANEOUS

12.1 Competing Interests

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

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

12.2 Notices

(a) Notice to the General Partner:

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

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

Fax number (403) 290-0828,

Attention: Mark Genuis,

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

(b) Notice to the Limited Partners:

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

12.3 Further Acts

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

12.4 Binding Effect

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

12.5 Severability

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

12.6 Counterparts

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

12.7 Time

Time shall be of the essence hereof.

12.8 Governing Law

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

12.9 Tender

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

certified by a Canadian chartered bank or trust company.

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

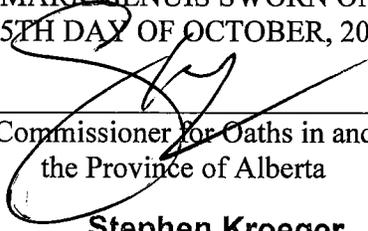
HELP GP LIMITED PARTNERSHIP

Per: Mark Genuis, President

Peter Hoven, Initial Limited Partner

Witness

THIS IS EXHIBIT "P" 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: 10:31 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request No: 38070156
 Customer Reference No:

Registration No: LP11760907
Current Business Name: HEALTH EDUCATION GP LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2005/06/16 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2055/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: HELP GENERAL PARTNER INC.
Street: SUITE 240, 2880 GLENMORE TRAIL SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C3E7

Other Information:

Filing History:

List Date	Type of Filing
2005/06/16	Register Limited Partnership
2007/12/11	Amend Limited Partnership
2017/07/29	Update Declarant / Partners / Attorneys

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000205100910801	2005/06/16
Notice to Amend	10000806101829566	2007/12/11

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





10000205100910801

CERTIFICATE OF LIMITED PARTNERSHIP

201383292

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

HEALTH EDUCATION GP LIMITED PARTNERSHIP

(B) Character of the business

Acting as the General Partner of the Health Education Limited Partnership

(C) Name and place of residence of each partner

General Partner: HELP GENERAL PARTNER INC.
1601, 333 - 11th Avenue SW
Calgary, Alberta, T2R 1L9

Limited Partners: ESSENTIAL TALK NETWORK INC.
c/o Wilson Laycraft
1601, 333 - 11th Ave SW
Calgary, AB T2R 1L9

LAWSON FAMILY TRUST
c/o Wilson Laycraft
1601, 333 - 11th Ave SW
Calgary, AB T2R 1L9

BEAN FAMILY TRUST
c/o Bennett Jones
4500 Bankers Hall East
855 2nd Street SW
Calgary, AB T2P 4K7

CARLSON FAMILY TRUST
c/o Armstrong Osinski
800, 736 - 6th Ave SW
Calgary, AB T2P 3T7

(D) Term for which the partnership is to exist

Commence upon the filing of Certificate of Limited Partnership and running until December 31, 2055 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

910801
2011383292

CONFIDENTIAL

- None.
- (H) **The share of the profits or other compensation by way of income each limited partner is entitled to receive**
 POINT ONE (0.1%) PERCENT of the Proportionate Share of Net Income/Losses of the Partnership allocated to the General Partner and 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 and Limited Partners.
- (K) **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.
- (L) **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.
- (M) **The right of a limited partner to demand and receive property other than cash in return for his contribution**
 None.

DATED this 3rd day of June, 2005.

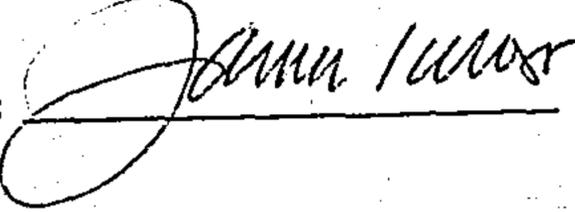
HELP GENERAL PARTNER INC.

Per: 

ESSENTIAL TALK NETWORK INC.

Per: 

LAWSON FAMILY TRUST Per its Trustees

Per: 
 Per: _____

BEAN FAMILY TRUST Per its Trustees

Per: 
 Per: _____

05016

910801
2011383292

CARLSON FAMILY TRUST Per its Trustees

Per: *W. Carlson*

Per: _____



100000806101829566
LP11760907

IN THE MATTER OF
HEALTH EDUCATION 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 Health Education GP Limited Partnership (the "Partnership") filed with the Registrar of Corporations in the Province of Alberta on May 26, 2006, as registration number LP11760907 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 27th day of November, 2007.

GENERAL PARTNER:

HELP GENERAL PARTNER INC.

Per: 

LIMITED PARTNER:

HELP GENERAL PARTNER INC. on behalf of the
Limited Partners, as Power of Attorney

Per: 

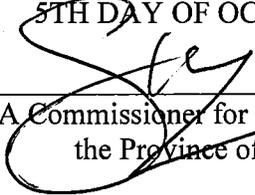
Limited Partners
Name and Address

Schedule A
Number of Partnership Units
Represented

Total
Contribution

ESSENTIAL TALK NETWORK INC. c/o Burnet Duckworth & Palmer LLP 1400, 350 – 7 th Avenue SW Calgary, Alberta T2P 3N9	3	\$3
LAWSON FAMILY TRUST c/o Burnet Duckworth & Palmer LLP 1400, 350 – 7 th Avenue SW Calgary, Alberta T2P 3N9	1	\$1
BEAN FAMILY TRUST c/o Bennett Jones LLP 4500 Bankers Hall East 855 – 2 nd Street SW Calgary, Alberta T2P 4K7	2	\$2
CARLSON FAMILY TRUST c/o Armstrong Osinski 800, 736 – 6 th Avenue SW Calgary, Alberta T2P 3T7	4	\$4

THIS IS EXHIBIT "Q" 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

**HEALTH EDUCATION GP LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT**

Made the 3rd day of June, 2005

BETWEEN:

HELP GENERAL PARTNER INC.
a corporation incorporated pursuant to the laws of Alberta

(the "General Partner")

-and-

ESSENTIAL TALK NETWORK INCORPORATED
a company incorporated pursuant to the laws of Alberta

("ETN")

-and-

THE LAWSON FAMILY TRUST
a family trust settled in the province of Alberta

("LFT")

-and-

THE BEAN FAMILY TRUST
a family trust settled in the province of Alberta

("BFT")

-and-

THE CARLSON FAMILY TRUST
a family trust settled in the province of Alberta

("CFT")

(collectively, the "Limited Partners")

WHEREAS the General Partner and the Limited Partners wish to establish a limited partnership (the "Partnership") for the purpose of acting as the general partner of the Health Education Limited Partnership ("HELP");

AND WHEREAS there have been issued and there are now outstanding 75 Common Shares registered in the name of ETN, 100 Common Shares registered in the name of CFT and 50 Common Shares registered in the name of BFT and 25 Common Shares registered in the name of LFT, all of the capital stock of the General Partner;

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

**ARTICLE I
INTERPRETATION**

1.1 Definitions

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

- (a) "Act" means the *Partnership Act* (Alberta), as amended from time to time;
- (b) "Adjusted Net Income" means, the annual Net Income of the Partnership calculated in

accordance with generally accepted accounting principles but excluding interest income, amortization of deferred charges, and depreciation.

- (c) **"Affiliate"** means with respect to any corporation, any of:
 - (i) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of the corporation;
 - (ii) a director or officer of the corporation or of any person referred to in clause (i) above; or
 - (iii) a person who does not deal at arm's length (within the meaning of the Tax Act) with the corporation or any person referred to in clause (i) above;
- (d) **"Agreement"** means this agreement as of the date hereof and as it may be, from time to time, amended, supplemented or restated;
- (e) **"Capital Contribution"** means, at any time, with reference to a Limited Partner, the amount contributed by such Limited Partner to the Partnership from time to time;
- (f) **"Certificate"** means a certificate of limited partnership or amended certificate filed and recorded in respect of the Partnership pursuant to the Act ;
- (g) **"Extraordinary Resolution"** means:
 - (i) a resolution passed by 90% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
 - (ii) a written resolution in one or more counterparts signed by Limited Partners holding in the aggregate not less than 90% of the total votes that could be cast at such meeting or adjournment thereof;
- (h) **"Fiscal Year"** means the 12-month period ending December 31 in each year except the first fiscal year, which means the period from June 3rd, 2005 to December 31, 2005;
- (i) **"General Partner"** means a general partner of the Partnership, the first general partner being HELP General Partner Inc., and any Person who is admitted to the Partnership as a successor to any General Partner, and if there is more than one General Partner in the Partnership a reference to "General Partner" shall be deemed to be a reference to any General Partner for the time being;
- (j) **"Gross Revenue"** means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital Contribution or other equity investment in the Partnership and any debt financing secured by the Partnership in the ordinary course of business;
- (k) **"Limited Partner"** or **"Partner"** means any person whose subscription for Units is accepted by the General Partner and any other person contributing Capital to the Partnership as a Limited Partner, their successors and assigns and, in each case, who is shown as a Limited Partner on the Certificate and register of Limited Partners, and "Limited Partners" and "Partners" have corresponding meanings;
- (l) **"Limited Partnership"** or **"Partnership"** means the **"Health Education GP Limited Partnership"**, a limited partnership formed on June 3rd, 2005, upon the registration of a Certificate under the laws of the Province of Alberta;
- (m) **"Net Asset Value Per Unit"** means the net asset value per Unit of the Partnership

determined by dividing the value at any time of the total net assets of the Partnership (being the difference between the total assets of the Partnership and the total liabilities of the Partnership) by the total number of Units of the Partnership outstanding at such time;

- (n) **"Net Income" or "Net Loss"** means, in respect of any period, the net income or net loss of the Partnership, respectively, in respect of such period as determined by the General Partner in accordance with generally accepted accounting principles applied on a consistent basis from year to year;
- (o) **"Operating Cost"** means, the aggregate of all expenses incurred by the Partnership other than amortization of deferred charges and depreciation and any distributions of income or capital to Partners in a particular period;
- (p) **"Ordinary Resolution"** means:
 - (i) a resolution passed by a majority of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
 - (ii) a written resolution in one or more counterparts signed by Limited Partners holding in the aggregate not less than a majority of the total votes that could be cast at such meeting or adjournment thereof;
- (q) **"Principle"** means an individual or other entity that is the shareholder of a corporation and that individual or other entity owns not less than 50.1 percent of the voting securities of that corporation;
- (r) **"Special Resolution"** means:
 - (i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
 - (ii) a written resolution in one or more counterparts signed by Limited Partners holding in the aggregate not less than 66 2/3% of the total votes that could be cast at such meeting or adjournment thereof;
- (s) **"Subscription Form and Power of Attorney"** means the form of subscription containing a power of attorney annexed hereto as Schedule A;
- (t) **"Tax Act"** means the *Income Tax Act* (Canada) as the same is amended from time to time, or any successor or replacement federal legislation of like or similar effect; and any reference to a provision of the Tax Act also refers to a like or similar provision of any successor or replacement federal legislation;
- (u) **"Taxable Income" or "Tax Loss"** means, respectively, in respect of any Fiscal Year, amount of income or loss of the Partnership for such Fiscal Year as determined by the General Partner in accordance with this Agreement and the Tax Act;
- (v) **"Unit"** means an interest in the Partnership and "Units" has a corresponding meaning; and
- (w) **"Unit Certificate"** means a certificate evidencing ownership of a Unit, which certificate shall be in the form approved by the General Partner from time to time.

1.2 **Headings**

The division of this Agreement into Articles and sections and the insertion of headings are for

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

1.3 Quantity and Gender

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

1.4 Canadian Funds

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

1.5 Non-Business Days

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

1.6 Schedules

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

Schedule A - Subscription Agreement and Power of Attorney

ARTICLE II THE PARTNERSHIP

2.1 Formation of the Partnership

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

2.2 Name of the Partnership

The Partnership shall carry on business under the name "**HELP GP LIMITED PARTNERSHIP**".

2.3 Maintaining Status of the Partnership

The General Partner shall be the general partner of the Partnership, shall forthwith file on behalf of the Partnership the Certificate under the Act and thereafter, on a timely basis whenever required, any amendment thereto and shall do all things and cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of Alberta and the laws of any other province having jurisdiction in which the Partnership may

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

2.4 Fiscal Year

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

2.5 Business of the Partnership

The Partnership has been formed for the purpose of acting as the general partner of Health Education Limited Partnership.

2.6 Head Office and Mailing Addresses

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

2.7 Term

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

2.8 Status of General Partner

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

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

provide evidence of such status to any Limited Partner that may reasonably request such evidence;

- (i) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner;
- (j) shall not, on its own behalf or on behalf of the Partnership, guarantee or indemnify any liabilities or obligations of any party except that of the Partnership;
- (k) shall not commingle the funds of the Partnership with the funds of the General Partner or any other person;
- (l) shall not cease to be resident in Canada within the meaning of the Tax Act; and
- (m) shall notify the Limited Partners in writing forthwith upon becoming aware of any steps or proceedings relating to the bankruptcy, assignment for the benefit of creditors generally, dissolution, liquidation, winding-up or appointment of a receiver, manager or receiver and manager of the General Partner; and
- (n) shall obtain the consent of each Limited Partner before accepting any additional subscriptions to the Partnership.

2.10 Status of Limited Partner

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

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

2.11 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation

of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Partnership and in regard to the maintenance of the limited liability of the Limited Partners.

2.12 Limitation on Authority of Limited Partner

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

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

provided, however, that a Limited Partner may:

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

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

2.13 Equality of Limited Partners

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

ARTICLE III MANAGEMENT OF PARTNERSHIP

3.1 Powers of General Partner

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

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

3.2 Authority of the General Partner

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

3.3 Exercise of Powers and Discharge of Duties

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

3.4 Reimbursement for Costs and Expenses

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

3.5 Amendment of Agreement

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

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

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

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

3.6 Power of Attorney

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

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:
 - (i) this Agreement and any amendments hereto and all declarations (including the Certificate) and other instruments necessary to form, qualify or continue and keep in good standing the Partnership as a limited partnership or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or have property or as otherwise necessary or desirable in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction;
 - (ii) the Certificate, or amendments thereto, certificates, declarations or other instruments necessary to reflect any amendment, change or modification to this Agreement, subject to the terms and restrictions of this Agreement;
 - (iii) all conveyances, agreements and other instruments and documents necessary or desirable to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificates or certificates and the execution of

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

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

3.7 *Income Tax Claims and Deductions*

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

3.8 *Indemnity of General Partner*

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

3.9 Restrictions upon the General Partner

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

3.10 Employment of an Affiliate

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

3.11 Payments

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

3.12 Liability of the General Partner

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

ARTICLE IV RESIGNATION OR REMOVAL OF GENERAL PARTNER

4.1 Resignation of General Partner

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

4.2 Deemed Resignation of General Partner

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

4.3 Effective Date of Deemed Resignation of General Partner

In the event of the deemed resignation of the General Partner as the general partner of the Partnership by virtue of the provisions of section 4.2 hereof, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the appointment of a new General Partner by the Limited Partners expressed by Ordinary Resolution, which appointment shall be made within 45 days from the date of the giving of the notice of an occurrence of an event

referred to in section 4.2 hereof. At the time of giving notice of an occurrence of an event referred to in section 4.2 hereof, the General Partner shall give notice of a meeting in accordance with the provisions of section 10.3, to consider the appointment of a successor general partner.

4.4 Assignment by General Partner

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

4.5 Transfer of Management to New General Partner

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

4.6 Release of General Partner

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

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

4.7 Powers, Duties and Obligations of New General Partner

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

ARTICLE V OBLIGATIONS OF PARTNERS

5.1 Unlimited Liability of General Partner

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

5.2 Limited Liability of Limited Partners

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

5.3 Indemnity of Limited Partners

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

5.4 Indemnity of the Partnership

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

ARTICLE VI UNITS

6.1 Number of Units

The interests of the Limited Partners in the Partnership shall be divided into and represented 100 Units. Each Unit represents an undivided interest in the Partnership.

6.2 Nature of Units

A Limited Partner shall have the following rights and obligations:

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

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

6.3 Subscription Forms

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

6.4 Subscription for Units

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

public.

6.5 Unit Certificates

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

6.6 Receipt by Limited Partner

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

6.7 Corporate Matters

The General Partner shall:

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

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

6.8 Inspection of Records

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

6.9 Transfer of Units Generally

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

writing without the unanimous consent of the Limited Partners.

6.10 *Parties Not Bound to See to Trust or Equity*

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

6.11 *Pledge of a Unit*

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

6.12 *Liability on Transfer*

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

6.13 *Successors in Interest of Partners*

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

6.14 *Incapacity, Death, Insolvency or Bankruptcy*

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

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

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

- i) such entitlement will not be recognized;
- ii) the person claiming such entitlement will not be entered in the record and will not become a substituted Limited Partner under the Act;
- iii) no amendment to the records of the Partnership will be made; and

- iv) any such person will have no right to inspect the Partnership's books and records, to be given any information about matters affecting the Partnership or to be given an accounting of the Partnership's affairs but will only be entitled to receive the share of the profits or other compensation by way of income or the return of Capital Contribution to which the transferor would otherwise be entitled.

**ARTICLE VII
CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS**

7.1 Contributions of Capital

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

7.2 Cash Calls

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

7.3 Allocation of Taxable Income and Tax Loss

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

7.4 Allocation and Distribution of Capital Receipts

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

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

7.5 *Commingling of Funds*

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

7.6 *Separate Capital Accounts*

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

7.7 *Separate Current Account*

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

7.8 *No Interest Payable*

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

7.9 *Repayment of Excess Distribution*

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

7.10 *Limitations Prescribed by Statute*

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

7.11 Return of Capital

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

ARTICLE IX ACCOUNTING AND REPORTING

9.1 Books and Records

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

9.2 Annual Financial Information

The General Partner shall be responsible for the preparation of annual financial statements of the Partnership as at the end of each Fiscal Year of the Partnership, which shall consist of a balance sheet, statement of income and source and use of funds including updates, if necessary, and an audited reconciliation of actual results with those forecast or projects. The General Partner shall distribute a copy of such annual financial statements to each Limited Partner within 90 days after the end of each Fiscal Year and the General Partner shall provide each Limited Partner with annual income tax information for each Fiscal Year by April 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 Principle or agent as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.6 Attendance of Others

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

10.7 Chairman

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

10.8 Additional Rules and Procedures

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

10.9 Minutes

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

10.10 Quorum

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

10.11 Voting

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

- (a) which requires a Special Resolution or an Extraordinary Resolution under this Agreement will be decided by a poll; and
- (b) which does not require a Special Resolution or an Extraordinary Resolution will, other than as otherwise provided in this Agreement, be decided by an Ordinary Resolution on

a show of hands unless a poll is demanded by a Limited Partner, in which case a poll will be taken;

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

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

10.12 Poll

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

10.13 Resolution Binding

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

10.14 Powers Exercisable by Special Resolution

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

- (a) subject to paragraph 4.7, removing the General Partner and appointing a replacement therefore;
- (b) waiving any default by the General Partner on such terms as the Limited Partners may determine;
- (c) approving a settlement of an action against the General Partner as a result of a breach of its duties;
- (d) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;
- (e) changing the Fiscal Year;
- (f) dissolving or terminating the Partnership;
- (g) amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners; and
- (h) consenting to any amendment to this Agreement except an amendment to sections 2.8(n), 10.21, and Article VII.

10.15 Powers Exercisable by Extraordinary Resolution