COURT FILE NUMBER	**2201-11627**
COURT	**COURT OF KING'S BENCH OF ALBERTA**
JUDICIAL CENTRE	**CALGARY**
APPLICANTS	**IN THE MATTER OF THE NOTICE OF INTENTION TO FILE A PROPOSAL OF BR CAPITAL INC., BR CAPITAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., FIRST RESPONSE INTERNATIONAL LP, HEALTH EDUCATION GP LP, HEALTH EDUCATION LP, HELP INC., ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC, ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS LTD., AND SESCI HEALTH SERVICES INC.** **KPMG INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE**
DOCUMENT	**THIRD REPORT OF THE PROPOSAL TRUSTEE (REPORT ON PROPOSAL)**
DATE	**JANUARY 25, 2023**
ADDRESS FOR SERVICE AND CONTRACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**PROPOSAL TRUSTEE** KPMG Inc. Suite 3100, Bow Valley Square II 205 - 5th Ave SW, Calgary, Alberta T2P 4B9 Neil Honess/Joe Sitholé Tel: (403) 691-8014/(403) 691-8070 neilhoness@kpmg.ca jsithole@kpmg.ca **COUNSEL** Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place 225 – 6th Avenue S.W. Calgary, Alberta TP2 1N2 Randal Van de Mosselaer Tel: (403) 260-7000 rvandemosselaer@osler.com

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1. INTRODUCTION AND PURPOSE OF REPORT

1. On September 15, 2022, BR Capital Inc., BR Capital LP, First Response International GP LP, First Response International Inc., First Response International LP, Health Education GP LP, Health Education LP, Help General Partner Inc.[1], ICE Health Systems GP LP, ICE Health Systems Inc. and SESCI Health Services Inc. and on September 16, 2022, ICE Health Systems LP and ICE Health Systems Ltd., (each individually, a "**Company**", and collectively, the "**Companies**") filed a Notice of Intention to Make a Proposal (the "**NOI**"), pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), and KPMG Inc. ("**KPMG**") was appointed as trustee (the "**Proposal Trustee**") under these NOI proceedings (the "**NOI Proceedings**").

2. The NOI provided the Companies with a stay of proceedings until October 15, 2022, and October 16, 2022, respectively. (the "**Initial Stay Period**").

3. On October 5, 2022, the Proposal Trustee filed its first report (the "**First Report**") providing the Court of King's Bench of Alberta (the "**Court**") with the following:

    a) Background information on the Companies;

    b) The Proposal Trustee's views on the Companies' cash flow forecast from September 15, 2022 to December 10, 2022 (the "**First Cash Flow Forecast**"); and

    c) The Proposal Trustee's views on the requested relief sought by the Companies in their application returnable before the Court on October 14, 2022.

4. On October 14, 2022, the Court granted an Order:

    a) Procedurally consolidating the estates of all Companies (the "**Consolidation Order**");

    b) Approving interim financing (the "**Interim Financing**") and granting an interim lender's charge (the "**Interim Lender's Charge**") in the amount of $430,010 against the Companies' property;

[1] A clerical error resulted in Help General Partner Inc. being misspelled as "Help Inc." in the NOI OSB filing documents, the First Report, and the Second Report. The Proposal Trustee plans to make an application to the Court to correct this error with the OSB.

c) Approving a charge against the Companies' property in favour of the Companies' counsel, the Proposal Trustee and the Proposal Trustee's counsel (the "**Administration Charge**") in the amount of $350,000 to secure their respective professional fees and costs;

d) Approving a charge in favour of the Companies' directors and officers (the "**Directors' Charge**") in the amount of $300,000 to secure the Companies obligations to indemnify their directors and officers;

e) Extending the time within which the Companies were required to file a proposal to their creditors up to and including November 29, 2022 (the "**First Extension**"), pursuant to section 50.4(9) of the BIA; and

f) Granting various other associated relief.

5. On November 15, 2022, the Proposal Trustee filed its second report (the "**Second Report**") providing the Court with information on the following:

a) The activities of the Company since the date of the First Report;

b) The activities of the Proposal Trustee since the date of the First Report;

c) The Companies' reported actual receipts and disbursements for the period from September 15, 2022 to October 29, 2022;

d) The Proposal Trustee's views on the Companies' cash flow forecast from October 30, 2022 to January 28, 2023 (the "**Second Cash Flow Forecast**"); and

e) The Proposal Trustee's views on the requested relief sought by the Companies in their application returnable before the Court on November 25, 2022.

6. On November 25, 2022, this Honourable Court granted an Order:

a) Approving the repayment of the Payroll Bridge Financing; and

b) Extending the time within which the Companies were required to file a proposal to their creditors up to and including January 13, 2023 (the "**Second Extension**"), pursuant to section 50.4(9) of the BIA.

7. On January 13, 2023, the Companies submitted a proposal to its creditors (the "**Proposal**") pursuant to Section 50(2) of the BIA, with KPMG continuing its role as Proposal Trustee. A copy of the Proposal is attached hereto as **Appendix "A"**.

8. Any terms that are not otherwise defined herein shall have the meaning ascribed thereto in the Proposal.

9. Attached hereto is a Creditors' Package which was sent to all known creditors, and which includes:

    a) A notice indicating the place and time of the Creditor's meeting to discuss and vote on the Proposal (**Appendix "B")**;

    b) A proof of claim form (**Appendix "C")**;

    c) A proxy form (**Appendix "D")**; and

    d) A voting letter (**Appendix "E")**.

Purpose of the report

10. The Trustee submits this third report (the "**Third Report**") pursuant to Sections 50(5) and 50(10)(b) of the BIA.

11. The purpose of this report is to:

    a) Summarize the relevant information and key elements of the Proposal in a manner that may assist the creditors in evaluating the Companies' affairs and the Proposal;

    b) Provide the Trustee's comments on the Companies' conduct and financial situation;

    c) Provide the Trustee's comments on and recommendations with respect to the Proposal; and

    d) Notify the creditors of the First Meeting of Creditors to be held on February 2, 2023 at 10:00AM.

12. The purpose of the First Meeting of Creditors is to consider, vote on, and, if deemed appropriate, approve the Proposal.

13. For further background information on the Companies and these proceedings please refer to the Proposal Trustee's website https://home.kpmg/ca/brcapital.

Terms of Reference

14. In preparing this report, the Proposal Trustee has been provided with, and has relied upon, unaudited and other financial information and certain records (together, the "**Information**") prepared by the Companies and/or their representatives, and discussions with Companies' management and/or representatives. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Handbook*, and accordingly the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information.

15. Some information referred to in this report may consist of forecasts and projections, which were prepared based on Management's estimates and assumptions. Such estimates and assumptions are, by their nature, not ascertainable and as a consequence no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections, even if the assumptions materialize, and the variations could be significant.

16. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Companies.

17. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

2. BACKGROUND

18. The Companies are a closely related group of Alberta limited partnerships and corporations in a particular tax optimization structure, with BR Capital LP ("**BR LP**") as the ultimate controlling entity. Operations are conducted through First Response International Inc. ("**FRI Inc.**"), Help Inc. ("**HE Inc.**"), ICE Health Systems Inc., ICE Health Systems Ltd. ("**ICE LTD**"), and SESCI Health Services Inc. The Companies also conduct operations through an entity not included in the NOI Proceedings, namely, ICE Health Systems Inc. (NV) ("**ICE NV**"), a Nevada corporation.

19. The directors of the Companies are as follows:

    a) Dr. Mark Genuis;

    b) James Lawson;

    c) Dr. Warren Bean;

    d) Dr. Kevin Carlson;

    e) Dr. Lorne Kamlchuck; and

    f) Dr. Claude Boutin.

20. The Companies have developed and own various cloud-based software systems for use in dental and other medical clinics and teaching functions (collectively, the "**Software**") and all intellectual property associated therewith.

21. The development and marketing of such Software was financed by the issuance of BR LP units to 240 unitholders in the aggregate sum of approximately $31.5 million, and the issuance by BR LP of unsecured promissory notes to approximately 40 noteholders in the aggregate principal amount of approximately $6.9 million (the "**BR Notes**").

22. ICE Health Systems LP ("**ICE LP**") licenses its Software to ICE Health Systems Ltd. and ICE Health Systems Inc. (NV) (a Nevada corporation not included in the NOI Proceedings). ICE NV sublicenses such Software to its Customers in the United States, and ICE LTD. sublicenses such Software to its Customers in Canada and other parts of the world.

23. FRI LP licences its Software in Canada directly and through FRI Inc. HE LP licenses its software directly to its Customers.

3. SUMMARY OF THE PROPOSAL

24. The Proposal Trustee notes that the following is only a simplified summary of the terms of the Proposal. The Proposal contains terms and conditions which are not set out herein. In the event of any conflict between the summary set out herein and the Proposal, the terms of the Proposal will prevail. Readers are advised to read the Proposal in its entirety for complete details of the terms of the Proposal and, if considered necessary, to consult their professional advisors.

Summary

25. The Proposal provides that following Court approval, BR Capital LP will issue additional partnership units to creditors in exchange for extinguishment of their respective unsecured liability amounts. BR Capital LP is the beneficial parent of the BR Capital group of Companies, and currently has 5,370 partnership units outstanding to current unitholders. An additional 30,430 partnership units will be issued pursuant to the Proposal, as follows:

    a) Unsecured creditors with proven claims in the Proposal will receive a pro-rata share of 21,480 of new partnership units, based on their unsecured liability amount; and

    b) Interim Lenders (who have funded these Proposal proceedings) will receive a pro-rata share of 8,950 of new partnership units, based on their proportionate share of funding for Interim Financing.

26. The foregoing will result in a total of 35,800 outstanding partnership units of BR Capital LP having been issued, broken down as follows:

    a) 21,480 units (**60%**) will be owned by unsecured creditors;

    b) 8,950 units (**25%**) will be owned by Interim Lenders; and

    c) 5,370 units (**15%**) will be owned by current unitholders.

(The foregoing numbers and percentages may vary slightly to account for rounding.)

27. The Companies will continue to operate upon conclusion of the Proposal proceedings.

Implementation Cash Amount

28. As defined in the Proposal, the Implementations Cash Amount is the sum of cash equal to the following:

    a) Preferred Claims, Priority Employee Claims, and Priority Governmental Claims; and

    b) Unpaid Administration Costs, including the professional fees of the Companies' legal counsel, the Proposal Trustee, and the Proposal Trustee's legal counsel.

29. The Implementation Cash Amount is to be paid to the Proposal Trustee by the Interim Lenders through the Interim Financing Agreement and is to be distributed by the Proposal Trustee to holders of Preferred Claims, Priority Employee Claims, Priority Governmental Claims and Administration Costs in accordance with the terms of the Proposal.

Post-Filing Claim

30. A Post-Filing Claim is a claim arising in respect to services rendered, goods supplied, or other consideration given to the Companies on or after the Proposal Filing Date. Post-Filing Claims will be paid by the Companies in full in the ordinary course of business, and on regular trade terms or as may otherwise be arranged by the Companies.

Preferred Creditors

31. A Preferred Creditor is a creditor having a Preferred Claim, such as employees or the CRA for certain amounts, as directed by Section 136 of the BIA. Such claims are to be paid in priority to all other Claims and must be paid in order for the Proposal to be accepted by the Court. According to the terms of the Proposal, the following are the known Preferred Claims, which will be paid by the Companies:

    a) Claims to the CRA for payroll source deductions and/or GST will be paid in full within six (6) months after the Approval, pursuant to the BIA; and

    b) Claims to employees and former employees for wages, salaries, vacation pay, commissions, or other compensation earned within six months of the date of NOI filing will be paid in full immediately after the Approval pursuant to the BIA.

32. Any other Preferred Claims that come to light through the course of the Proposal proceedings must be paid within 30 days of Court approval of the Proposal. Based on the current information provided by

the Companies, it is anticipated that there will be approximately $292,000 of Preferred Claims. This amount is subject to change upon review of proofs of claims filed by employees, and finalization of a payroll exam by CRA agents.

Other Matters

33. Each Affected Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any government entity (including income, withholding and other tax obligations on accounts of such distribution). **Creditors are encouraged to consult their own professional and tax advisors as they consider necessary.**

34. The Proposal provides that upon the Implementation Date:

    a) The Companies shall be released from all Affected Unsecured Claims, Preferred Claims, Priority Employee Claims, Priority Governmental Claims and Interim Financing Debt; and

    b) Each and every director of the Company shall be released and discharged from any and all Director Claims.

35. The Proposal shall be deemed to be accepted by the Creditors if, and only if, the Affected Creditors vote for the acceptance of the Proposal by a majority in number voting on the Proposal and two thirds in value of the Affected Creditors present at the meeting (in person or by proxy) who vote to approve the Proposal or who are deemed to have voted to approve the Proposal.

Reorganization of Capital Structure

36. In addition to the restructuring, compromise and satisfaction of Claims as discussed above, the Proposal also contemplates that the Companies' capital structure will be reorganized and simplified. Details of this proposed reorganization of the Companies' capital structure are set out in the Proposal and are summarized in the Companies' Information Memorandum (the "**IM**") which is attached hereto as **Appendix "F"**. **The IM has been prepared by the Companies and is attached to this Report simply as a courtesy to Readers. The Proposal Trustee assumes no responsibility for the contents of the IM or any errors or omissions therein.**

4. *FINANCIAL POSITION AND CAUSES OF DIFFICULTY*

Causes of Difficulty

37. In 2018 and 2019, the Companies had engaged in negotiations with various Mexican government entities for the licensing of its software. Due to the significant size and revenue potential of these contracts, the Companies made significant investments in anticipation of successful negotiations. The global COVID-19 pandemic resulted in the cancellation of these negotiations, significantly reduced the revenues received by the BR Group under the Licenses and demand for new Licenses. Accordingly, BR LP is unable to repay the amounts outstanding under the BR Notes or other liabilities as they become due.

Liabilities

38. The Companies' primary unsecured liabilities, based on the available Companies' books and records as at the date of the Proposal, are as follows:

BR Capital Group consolidated liabilities As at January 13, 2023	
In CAD $000's	**Amount**
Noteholders	$ 9,513
Deferred management compensation	1,662
Trade creditors	270
Canada Revenue Agency	179
Employees	113
Total	**$ 11,737**

39. The Companies have no secured liabilities.

Noteholders

40. A historical source of financing for the company has been the issuance of debenture notes to various individuals and companies. These notes carry interest of 12% per annum. Due to cash flow issues, no repayment of interest or principal has been made to noteholders since December 31, 2019.

Deferred management compensation

41. Represents the amount of salary earned but not paid to the CEO and CFO since December 31, 2019.

Trade creditors

42. Represents amounts owed to various third companies and contractors for services provided to the Companies.

Canada Revenue Agency

43. Represents estimated amount owed to the Canada Revenue Agency ("**CRA**") for unpaid payroll source deductions. This amount is subject to change upon completion of a payroll exam by the CRA.

Employees

44. Represents salaries, vacation pay, and severance earned but not paid to employees.

5. IDENTIFICATION AND EVALUATION OF ASSETS

45. The Companies' primary tangible assets, recorded in the Companies' books and records as of the filing of the Proposal, are as follows (collectively the "**Assets**"):

BR Capital Group consolidated assets As at January 13, 2023	
In CAD $000's	**Amount**
Cash	$ 25
Accounts Receivable	50
Total	**$ 75**

46. The above table only includes tangible assets with a marketable value. Intangible assets, such as patents and software developed by the Companies, are not included in the above.

47. The Companies' cash on hand and future accounts receivable collections are anticipated to be utilized for continued operating expenses. The Companies' cash flow forecast for the Proposal period is attached hereto as **Appendix "G".**

6. CONDUCT OF THE DEBTOR

48. The Proposal provides that the statutory terms of Sections 95 to 101 of the BIA, and similar provincial provisions, shall not apply as permitted by Section 101.1 of the BIA. The Proposal Trustee is not aware of any preferential payments or transfers made at undervalue which would be pursuable according to the BIA.

49. In the Proposal Trustee's view, management of the Companies has been working diligently and with good faith to formulate the Proposal and provide all relevant information to the Proposal Trustee.

7. CREDITOR' CLAIMS

50. As at the date of this report, the Proposal Trustee has received three unsecured proofs of claim representing a value of approximately $768,000 of claims against the Companies.

51. Trust claims for GST outstanding totaling approximately $1,940 has been received from the CRA. The Proposal Trustee has been informed that the CRA has completed its examination of payroll source deductions, and has indicated an estimated trust claim amount of approximately $218,000, subject to further adjustments and review.

8. PREVIOUS BUSINESS DEALINGS WITH THE DEBTOR

52. KPMG previously acted as advisor to the Companies prior to the NOI filing date.

53. KPMG received fees of $66,956 for its services as advisor, exclusive of GST.

9. REMUNERATION OF THE TRUSTEE

54. The Proposal Trustee has provided a fee estimate of $258,000 to the Companies for it and its counsel's fees. These fees are to be paid by the Interim Lenders through the Interim Financing Agreement. To date no fees have been paid to the Proposal Trustee or its counsel in respect of the Proposal. The Proposal Trustee holds $175,000 in trust to partially pay expected costs of the Proposal Trustee and its counsel.

10. STATEMENT OF REALIZATION

Estimated distribution to Creditors under Bankruptcy

55. Given the Proposal results in issuance of units in lieu of a cash dividend to creditors, it is impossible to quantify the monetary return in the Proposal at this time. However, in the event that the creditors reject the Proposal, the Companies will automatically become bankrupt, and the Companies will cease to operate. Below is a summary of the estimated recovery in a bankruptcy scenario:

BR Capital Group Bankruptcy scenario		
In CAD $000's	**Book value**	**Estimated recovery**
Cash	25	25
Accounts receivable	50	17
Total Recovery		**42**
Bankruptcy costs		
Bankruptcy Trustee fees		(35)
Legal fees		(5)
Administrative expenses		(2)
Total available for distribution		**-**

56. No distribution to unsecured creditors is expected, and insufficient funds will be available to satisfy preferred claims of employees and the CRA if the Proposal is rejected and the Companies become bankrupt.

57. The Proposal Trustee will act as the trustee in bankruptcy in accordance with the requirements of the BIA and will be required to take control of the Companies' assets and undertakings.

58. The Companies' licenses and software may have value is if BR Capital continues to operate and is restructured under the Proposal. No realizable value for the licenses and software is expected under a forced liquidation scenario that a bankruptcy would create. The Companies' tangible assets ($25,000 of cash and $50,000 of accounts receivable) would be used to fund the administrative fees and expenses of the bankruptcy.

11. RECOMMENDATIONS

59. The Companies have few tangible assets and minimal revenue, and as such are unable to service their current indebtedness. The Proposal will allow them to shed this unserviceable debt, and continue operational, sales, and development activity.

60. Approval and Implementation of the Proposal will result in unsecured creditors becoming (as a group) the majority of owners of BR Capital LP, who will have the potential of receiving the majority of future distributions of the restructured entity.

61. If the Proposal is not approved, the Companies will become automatically bankrupt, and all business activity will cease, eliminating the possibility of any future potential distributions of the Companies and likely resulting in no distribution to unsecured creditors.

62. The Proposal Trustee is of the view that the Proposal is fair and reasonable and will provide an improved recovery to unsecured creditors as compared to a bankruptcy scenario.

This Report is respectfully submitted this 25th day of January, 2023.

KPMG Inc.

In its capacity as Proposal Trustee of
BR Capital Inc., BR Capital LP,
First Response International GP LP,
First Response International Inc., First Response International LP,
Health Education GP LP, Health Education LP, Help Inc.,
ICE Health Systems GP LP, ICE Health Systems Inc.,
ICE Health Systems LP, ICE Health Systems Ltd.,
and SESCI Health Services Inc.
and not in its personal or corporate capacity.

Per: Neil Honess
Senior Vice President

APPENDIX “A”

PROPOSAL

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA (IN BANKRUPTCY & INSOLVENCY)
JUDICIAL CENTRE	CALGARY

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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.

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

DOCUMENT	**PROPOSAL**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Gowling WLG (Canada) LLP** 1600, 421 – 7th Avenue SW Calgary, AB T2P 4K9 Attn: **Tom Cumming / Stephen Kroeger** Phone: 403.298.1938 / 403.298.1018 Fax: 403.263.9193 File No.: A167833

Proposal under Part III of the
***Bankruptcy and Insolvency Act* and Plan of Arrangement**
under section 193 of the *Business Corporations Act*

CONTEXT:

A. BR Capital Limited Partnership ("**BR LP**") is an Alberta limited partnership, of which the general partner is BR Capital Inc. ("**BR GP**"), an Alberta corporation. There are currently 240 BR Limited Partners who hold an aggregate of 5,370 BR LP Units.

B. BR LP is the sole limited partner of ICE Health Systems Limited Partnership ("**ICE LP**"), Health Education Limited Partnership ("**HE LP**") and First Response International Limited Partnership ("**FRI LP**"), each of which are Alberta limited partnerships.

C. The general partner of ICE LP is ICE Health Systems GP Limited Partnership ("**ICE GP LP**"), an Alberta limited partnership, and the general partner of ICE GP LP is ICE Health Systems Inc. ("**ICE AB Inc**."), an Alberta corporation.

D. ICE LP owns all of the shares in ICE Health Systems Inc. ("**ICE NV**"), a Nevada corporation, and ICE Health Systems Ltd. ("**ICE Ltd.**"), an Alberta corporation. ICE Ltd. owns all of the shares in Servicio de Excelencia en y Communication por Salud Internet ("**SHS MX**"), a Mexico corporation, and SESCI Health Services Inc. ("**SESCI**"), an Alberta corporation.

E. The general partner of FRI LP is First Response International GP Limited Partnership ("**FRI GP LP**"), an Alberta limited partnership, and the general partner of FRI GP LP is First Response International Inc. ("**FRI Inc**."), an Alberta corporation.

F. The general partner of HE LP is Health Education GP Limited Partnership ("**HE GP LP**"), an Alberta limited partnership, and the general partner of HE GP LP is Help General Partner Inc. ("**HE Inc**."), an Alberta corporation.

G. ICE LP, HE LP and FRI LP have developed and own cloud-based software that permits the collection, organization, management and storage of data, information and records of dental, medical and educational clinics and institutions and permits such data, information and records to be shared on a real-time basis by licensees, medical professionals and their patients and clients (collectively, the "**Software**"). ICE LP, through ICE NV and ICE Ltd., licences the Software to dental and medical clinics in Canada, the United States and other parts of the world, FRI LP licenses the Software to governmental organizations providing education to emergency service professionals in Canada, and HE LP has licensed the educational component of the Software to a cancer clinic in Alberta and British Columbia.

H. The development of the Software was financed through the issuance of BR LP Units and the issuance by BR LP of unsecured promissory notes to approximately 40 Persons in the aggregate principal amount of $6,723,921.

I. The BR Group has experienced a prolonged and severe liquidity crisis as a result of the market disruptions caused by the global COVID-19 pandemic and as a result the BR Group has been unable to repay their debts and liabilities as they become due and have not had sufficient working capital to develop the Business.

J. In order to preserve the Business and restore the economic viability of the BR Group, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc., HE LP, HE GP LP, HE Inc., FRI LP, FRI GP LP, FRI Inc., ICE Ltd. and SESCI (collectively, the "**Debtors**") have filed notices of intention to make a proposal with the

Official Receiver under section 50.4 the *BIA* (collectively, the "**NOIs**") naming KPMG LLP, Licensed Insolvency Trustee, as Trustee in the Proposal Proceedings. ICE NV and SHS MX did not file NOIs.

K. 2443970 Alberta Inc. ("**244**") as administrative agent for and on behalf of a group of lenders (244, in such capacity, the "**Interim Agent**", and such lenders, together with the Interim Agent, the "**Interim Lenders**") issued to the Debtors a letter loan agreement dated July 26, 2022 (the "**Interim Financing Agreement**") under which a secured, non-revolving interim credit facility was created to finance the working capital requirements and the costs of the Debtors during the Proposal Proceedings.

L. The Debtors have prepared this Proposal to the Affected Creditors in order to preserve the Business and maximize the recovery of the Affected Creditors through a conversion of their Affected Claims to BR LP Units and simplify the partnership and corporate structure of the BR Group, all on the terms and subject to the conditions set out in this Proposal.

NOW THEREFORE, the Debtors hereby propose and submit this Proposal under Part III of the *BIA* and section 193 of the *ABCA*:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Proposal, in addition to terms defined elsewhere in this Proposal, the following terms have the following meanings:

(a) "***ABCA***" means the *Business Corporations Act*, RSA 2000, c B-9, as amended.

(b) "**Administration Costs**" means all proper fees, expenses and disbursements of the Trustee and of legal counsel for the Trustee and the Debtors in connection with the Proposal Proceedings, including the preparation therefor, the negotiation, preparation and dissemination of this Proposal and its supporting materials, the determination of Claims under the *BIA*, the Creditors' Meeting, the Approval Orders, the Implementation of the Proposal and all other actions or steps taken in the Proposal Proceedings.

(c) "**Affected Claim**" means any Affected Unsecured Claim or Preferred Claim.

(d) "**Affected Claim Pool Unit**" and "**Affected Claim Pool Units**" are defined in Section 4.1(a)(i)(A).

(e) "**Affected Creditor**" means any Creditor having an Affected Claim.

(f) "**Affected Unsecured Claim**" means any Claim arising prior to the Filing Date other than a Preferred Claim, a Priority Employee Claim, a Priority Governmental Claim, a Secured Claim or an Unaffected Claim.

(g) "**Affected Unsecured Creditor**" means any Creditor having an Affected Unsecured Claim.

(h) "**Affiliate Share**" means any common share issued by BR GP, ICE AB Inc., FRI Inc. or HE Inc.

(i) "**Affiliate Shareholder**" means any holder of any Affiliate Share.

(j) "**Approval Orders**" is defined in Section 5.4.

(k) "***BIA***" means the *Bankruptcy and Insolvency Act*, RSC 1985, c C-8, as amended.

(l) "***BIA* Charges**" means the Administration Charge, the Interim Lenders' Charge and the D&O Charge granted in an Order of the Honourable Justice C. Dario pronounced on October 14, 2022, as such charges may be amended from time-to-time.

(m) "**BR GP**" is defined in Context paragraph A.

(n) "**BR GP 2023**" is defined in Section 4.3(f)(i)(A).

(o) "**BR GP 2023 Amalgamation**" is defined in Section 4.3(f)(i).

(p) "**BR GP 2023 Articles**" is defined in Section 4.3(f)(i)(E).

(q) "**BR Group**" means, collectively, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc., FRI GP LP, FRI Inc., FRI LP, HE GP LP, HE LP, HE Inc., ICE Ltd., SESCI, ICE NV and SHS MX, and "**BR Entity**" means any one of them.

(r) "**BR Limited Partners**" means the holders of issued and outstanding BR LP Units up to Implementation, and upon Implementation, such pre-Implementation BR Limited Partners together with those Persons issued BR LP Units under this Proposal.

(s) "**BR LP**" is defined in Context paragraph A.

(t) "**BR LP Contribution**" is defined in Section 4.3(h).

(u) "**BR Limited Partnership Agreement**" means the limited partnership agreement dated February 28, 2006 between BR GP and Peter Hoven, as initial limited partner, as amended from time to time.

(v) "**BR LP Unit**" means a LP Unit in BR LP.

(w) "**BR LP Unit Certificate**" means a certificate representing a BR LP Unit.

(x) "**Business**" means the business and activities of certain BR Group entities developing the Software and related Intellectual Property and licensing it to Customers in Canada, the United States of America and elsewhere in the world, and of supporting such Customers' operation thereof, of BR LP in financing such business and activities, and of certain other BR Entities of providing the management and administrative support thereof.

(y) "**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Calgary, Alberta.

(z) "***Canada Pension Plan***" means the *Canada Pension Plan*, RSC 1985, c C-8, as amended.

(aa) "**Claim**" means any indebtedness, liability or obligation of any kind of a Debtor which arose or existed prior to the Filing Date, including any indebtedness, liability or obligation that would be a claim provable within the meaning of section 2 of the *BIA* and any right or claim of any Person that may be asserted or made in whole or in part against a Debtor or any of their current or former directors or officers, whether or not

asserted or made, of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to Property or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future.

(bb) "**Conditions Precedent**" is defined in Section 5.5(a).

(cc) "**Condition Subsequent**" is defined in Section 5.7.

(dd) "**Contract**" means any contract, agreement or other arrangement creating enforceable obligations, whether written or oral.

(ee) "**Corporate Debtors**" means, collectively, BR GP, ICE AB Inc., HE Inc., FRI Inc., ICE Ltd. and SESCI, and "**Corporate Debtor**" means any one of them.

(ff) "**Corporate Arrangements**" is defined in Section 4.3(f).

(gg) "**Counterparty**" means a Person other than a BR Entity that is a party to a Contract.

(hh) "**Court**" means the Court of King's Bench of Alberta (in Bankruptcy and Insolvency) presiding over the Proposal Proceedings or any appeal court therefrom.

(ii) "**Creditor**" means any Person having a Claim or a Director Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf of or in the name of such Person.

(jj) "**Creditors' Meeting**" means any meeting of the Affected Creditors, in person or virtually, called by the Trustee for the purpose of considering and voting upon this Proposal.

(kk) "**Customer**" means a Counterparty to a License.

(ll) "**Debtors**" is defined in Context paragraph J, and "**Debtor**" means any one of the Debtors.

(mm) "**Directors**" means, collectively, the present and former directors and officers of the Corporate Debtors and officers of the other Debtors, and "**Director**" means any one of them.

(nn) "**Director Claim**" means any Liabilities of a Debtor for which a Director is liable in his or her capacity as a Director, whether arising before or after the Filing Date but before the Implementation Date.

(oo) "**Disputed Claim**" is defined in Section 3.2(c).

(pp) "**Employee**" means a present or former employee of a Debtor.

(qq) "***Employment Insurance Act***" means the *Employment Insurance Act*, SC 1996, c 23, as amended.

(rr) "**Equity Claim**" means a Claim that is an "equity claim" with respect to a Debtor within the meaning of section 2 of the *BIA*.

(ss) "**Excluded Claim**" means: (i) any Claim arising under the Lines of Credit; (ii) any Claim of an Executive under an Executive Amending Agreement; and (iii) any Claim by a Debtor, ICE NV or SHS MX against another Debtor.

(tt) "**Executive**" refers to either Dr. Mark Genuis, the Chief Executive Officer of the BR Group, or James Lawson, the Chief Financial Officer of the BR Group.

(uu) "**Executive Amending Agreement**" means either:

(i) the amended and restated employment agreement dated December 15, 2022 between BR LP and James Lawson, amending the employment agreement dated January 1, 2018; or

(ii) the amended and restated employment agreement dated December 15, 2022 between BR LP and Dr. Mark Genuis, amending and restating the employment agreement dated January 1, 2018.

(vv) "**Filing Date**" means September 15, 2022 in respect of BR LP, ICE GP LP, FRI LP, FRI GP LP, HE LP, HE GP LP, BR GP, ICE AB Inc., HE Inc., FRI Inc. and SESCI, and September 16, 2022 in respect of ICE LP and ICE Ltd, being the respective dates on which the Debtors filed the NOIs with the Superintendent of Bankruptcy.

(ww) "**First Amending Agreement**" means an agreement amending the BR Limited Partnership Agreement in the form attached to **Schedule "A"**.

(xx) "**FRI GP LP**" is defined in Context paragraph E.

(yy) "**FRI GP LP Dissolution**" is defined in Section 4.3(c)(ii).

(zz) "**FRI GP LP Termination**" is defined in Section 4.3(b)(ii).

(aaa) "**FRI Inc.**" is defined in Context paragraph E.

(bbb) "**FRI Inc. Termination**" is defined in Section 4.3(c)(i).

(ccc) "**FRI LP**" is defined in Context paragraph B.

(ddd) "**FRI LP Dissolution**" is defined in Section 4.3(b)(iii).

(eee) "**FRI Property**" means any Property in which FRI LP, FRI GP and FRI Inc. have an interest, including any Software, other Intellectual Property, Licenses and other Contracts, and accounts receivable.

(fff) "**FRI Property Consolidation**" is defined in Section 4.3(b)(i).

(ggg) "**Governmental Authority**" means (i) His Majesty the King in right of Canada or any Province, (ii) any other federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature, and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

(hhh) "**GP Unit**" means a unit representing the ownership interest of a general partner in and to a limited partnership.

(iii) "**HE GP LP**" is defined in Context paragraph F.

(jjj) "**HE GP LP Dissolution**" is defined in Section 4.3(e)(ii).

(kkk) "**HE GP LP Termination**" is defined in Section 4.3(d)(ii).

(lll) "**HE Inc.**" is defined in Context paragraph F.

(mmm) "**HE Inc. Termination**" is defined in Section 4.3(e)(i)

(nnn) "**HE LP**" is defined in Context paragraph B.

(ooo) "**HE LP Dissolution**" is defined in Section 4.3(d)(iii).

(ppp) "**HE Property**" means any Property in which HE LP, HE GP and HE Inc. have an interest, including any Software, other Intellectual Property, Licenses and other Contracts, and accounts receivable.

(qqq) "**HE Property Consolidation**" is defined in Section 4.3(d)(i).

(rrr) "**HE Share Transfer**" is defined in Section 4.3(f)(ii).

(sss) "**ICE AB Inc.**" is defined in Context paragraph C.

(ttt) "**ICE AB Share Transfers**" is defined in Section 4.3(f)(iv).

(uuu) "**ICE AB Inc. Termination**" is defined in Section 4.3(g)(i).

(vvv) "**ICE GP Corp**" is defined in Section 4.3(f)(iii)(A).

(www) "**ICE GP Corp Amendment**" is defined in Section 4.3(f)(iii).

(xxx) "**ICE GP Corp Appointment**" is defined in Section 4.3(g)(ii).

(yyy) "**ICE GP Corp Articles**" is defined in Section 4.3(f)(iii)(B).

(zzz) "**ICE GP LP**" is defined in Context paragraph C.

(aaaa) "**ICE GP LP Dissolution**" is defined in Section 4.3(g)(ii).

(bbbb) "**ICE LP**" is defined in Context paragraph B.

(cccc) "**ICE LP Contribution**" is defined in Section 4.3(i).

(dddd) "**ICE Ltd.**" is defined in Context paragraph D.

(eeee) "**ICE NV**" is defined in Context paragraph D.

(ffff) "**ICE Share**" means a Share issued by ICE Ltd.

(gggg) "**Implementation**" is defined in Section 6.3.

(hhhh) "**Implementation Cash Amount**" means the cash amount equal to the sum of the following:

(i) the aggregate amount of the Preferred Claims;

(ii) the aggregate amount of the Priority Employee Claims;

(iii) the aggregate amount of the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date; and

(iv) the aggregate amount of the accrued and unpaid Administration Costs as of the Implementation Date together with the reasonable estimate by the Trustee and its counsel and by counsel for Debtors of the anticipated Administration Costs until the termination of the Proposal Proceedings.

(iiii) "**Implementation Date**" means the date designated by the Trustee and the Debtors on which Implementation occurs, which shall be no later than two (2) Business Days following the satisfaction or waiver of the conditions set out in Section 5.5.

(jjjj) "**Implementation Deliveries**" is defined in Section 6.2.

(kkkk) "**Implementation Time**" means the time designated by the Trustee and Debtors on the Implementation Date when the steps to Implementation described in Section 6.3 commence.

(llll) "***Income Tax Act***" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp.), as amended.

(mmmm) "**Intellectual Property**" means all trademarks and trademark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, owned by or licensed to a Debtor and used in connection with the Business, including (i) the Software, (ii) all associated registrations and applications for registration, (iii) all associated rights, and (iv) moral rights.

(nnnn) "**Interest Amount**" means that portion of (i) an Affected Unsecured Claim made up of accrued and unpaid interest or fees as of the applicable Filing Date; or (ii) Interim Financing Debt made up of accrued and unpaid interest.

(oooo) "**Interest Component Entitlement**" has the meanings provided for in Sections 4.1(b) and 4.1(d).

(pppp) "**Interim Agent**" is defined in Context paragraph K.

(qqqq) "**Interim Financing Agreement**" is defined in Context paragraph K.

(rrrr) "**Interim Financing Debt**" means the indebtedness, liabilities and obligations of the Debtors to the Interim Lenders under the Interim Financing Agreement.

(ssss) "**Interim Financing Pool Units**" and "**Interim Financing Pool Unit**" are defined in Section 4.1(a)(i)(B).

(tttt) "**Interim Lenders**" is defined in Context paragraph K, and "**Interim Lender**" means any one of them.

(uuuu) "***Investment Canada Act***" means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp.), as amended.

(vvvv) "**Key Supplier**" means a Counterparty to a Key Supply Contract.

(wwww) "**Key Supply Contract**" means a Contract under which a Debtor obtains goods or services from a Counterparty that are critical to the continued operation of the Debtor and which the Debtor has designated as critical by notice in writing to the Trustee and Counterparty prior to the date on which the Approval Orders are obtained, and the Trustee has consented to such designation.

(xxxx) "**Key Supplier Payable**" means any Liability to a Key Supplier under a Key Supply Contract, whether arising before or after the Filing Date.

(yyyy) "**Liabilities**" means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any applicable law, under any agreement or contract to which a Person is party or otherwise, and "**Liability**" means any one of the Liabilities.

(zzzz) "**License**" means a Contract under which a BR Entity licenses or sub-licenses any Software and related Intellectual Property to a Counterparty.

(aaaaa) "**Lines of Credit**" means the lines of credit in the aggregate principal amount of Cdn. $200,000 created under (i) a line of credit agreement dated November 30, 2012 between Daniel Sysak as lender and BR LP as borrower, and (ii) a line of credit agreement dated November 20, 2012 between Jeff Petty and BR LP.

(bbbbb) "**LP Unit**" means a unit representing the ownership interest of a limited partner in and to a limited partnership.

(ccccc) "**NOIs**" is defined in Context paragraph J.

(ddddd) "**Non-Resident**" means a Person who (i) is not a resident in Canada for the purposes of the *Income Tax Act*, or is a non-Canadian for the purposes of the *Investment Canada Act*, and (ii) is an Affected Unsecured Creditor, Interim Lender or Pre-Implementation Partner.

(eeeee) "**Non-Resident LP Unit Transfers**" is defined in Section 4.3(j).

(fffff) "**Official Receiver**" has the meaning given to "official receiver" contemplated by section 2 of the *BIA*.

(ggggg) "**Order**" means any order of a Court in the Proposal Proceedings.

(hhhhh) "**Outside Date**" means March 31, 2023 or such later date as the Debtors and Trustee determine.

(iiiii) "***Partnership* Act**" means the *Partnership Act*, RSA 2000, c P-3, as amended.

(jjjjj) "**Person**" will be broadly interpreted and includes: (i) a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.

(kkkkk) "**Post-Filing Debts**" means any Liability arising in respect of services rendered, goods supplied or other consideration given to a Debtor after the Filing Date, including any wages, salaries, commissions or compensation accruing to Employees after the Filing Date.

(lllll) "**Preferred Claim**" means any Claim arising prior to the Filing Date that is contemplated by sections 136(1)(b), (c), (d.1), (e), (f), (g) or (i) of the *BIA*, but excludes any Unaffected Claim or any Priority Employee Claim.

(mmmmm) "**Preferred Creditor**" means a Creditor that has a Preferred Claim.

(nnnnn) "**Pre-Implementation Partner**" means BR Limited Partner who BR LP Units immediately before Implementation.

(ooooo) "**Principal Amount**" means that portion of an Affected Unsecured Claim or Interim Financing Debt other than the Interest Amount.

(ppppp) "**Principal Component Entitlement**" has the meanings provided for in Sections 4.1(c) and 4.1(e).

(qqqqq) "**Priority Employee Claim**" means (i) a Claim of an Employee for amounts that he or she would be entitled to receive under section 136(1)(d) of the *BIA* consisting of wages, salaries, commissions, compensation or disbursements for services rendered during the six (6) months prior to the Filing Date, to the extent of $2,000, less any amounts paid during the Proposal Proceedings, (ii) a Claim of a travelling salesperson for disbursements in the six (6) month period prior to the Filing Date, to the extent of $1,000, and (iii) a Claim subject to a deemed trust under section 109(3) of the *Employment Standards Code*, RSA 2000, Chapter E-9;

(rrrrr) "**Priority Governmental Claims**" means all amounts outstanding at the time of the Filing Date to His Majesty in Right of Canada or a Province and that are of a kind that could be subject to a demand under:

(i) subsection 224(1.2) of the *Income Tax Act*;

(ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

(iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

(A) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or

(B) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

(sssss) "**Proof of Claim**" means the proof of claim form which Creditors are required under the *BIA* to submit to the Trustee in order to prove their Claims.

(ttttt) "**Property**" means the assets, undertakings and property of a Debtor.

(uuuuu) "**Proposal**" means this proposal under Part III of the *BIA* and plan of reorganization and arrangement under sections 192 and 193 of the *ABCA*, as amended, modified or supplemented from time to time.

(vvvvv) "**Proposal Proceedings**" means the proceedings before the Court commenced by the NOIs.

(wwwww) "**Proven Claim**" is defined in Section 3.2(b).

(xxxxx) "**Registrar**" means the Registrar of Corporations under the *ABCA*.

(yyyyy) "**Released Party**" is defined in Section 7.3(b).

(zzzzz) "**Required LP Majority**" means, with respect to meetings of BR Limited Partners, either 66⅔% of the votes cast at a duly constituted meeting of BR Limited Partners in favour of a Special Resolution, where each BR Limited Partner is entitled to one (1) vote for each BR LP Unit held, or BR Limited Partners holding 66⅔% of the BR LP Units executing, either directly or by their attorney, counterparts consenting to and approving a Special Resolution.

(aaaaaa) "**Required Majority**" means, as provided in section 54(2)(d) of the *BIA*, a vote by a majority in number and two thirds in value of the Affected Creditors present, personally, by proxy or by Voting Letter at the Creditors' Meeting and voting on the resolution.

(bbbbbb) "**Second Amending Agreement**" means an agreement amending the BR Limited Partnership Agreement in the form attached to **Schedule "B"**.

(cccccc) "**Secured Claim**" means any Claim the payment of which is secured by Security against any Property, but only to the extent of any proceeds of realization of such Property.

(dddddd) "**Security**" means any mortgage, charge, security interest, pledge, lien or other encumbrance securing the payment or performance of a Claim, including any financing lease, conditional sale agreement, title retention arrangement or interest under a trust.

(eeeeee) "**SESCI**" is defined in Context paragraph D.

(ffffff) "**SESCI Articles**" is defined in Section 4.3(f)(v)(E).

(gggggg) "**SESCI 2023**" is defined in Section 4.3(f)(v)(A).

(hhhhhh) "**SESCI 2023 Amalgamation**" is defined in Section 4.3(f)(v).

(iiiiii) "**Share**" means any share, warrant, option or other security issued by a corporation.

(jjjjjj) "**SHS MX**" is defined in Context paragraph D.

(kkkkkk) "**Software**" is defined in Context paragraph G.

(llllll) "**Special Amending Resolution**" is defined in Section 5.6(a).

(mmmmmm) "**Special Resolution Notice**" is defined in Section 5.6(a).

(nnnnnn) "**Special Resolution**" is defined in section 1.1(aa) of the BR Limited Partnership Agreement.

(oooooo) "**Special Resolution Deadline**" means 5:00 pm MT on the fifteenth (15th) day following the Implementation Date, or such later date and/or time as the Trustee and BR GP agree to.

(pppppp) "**Trustee**" means the proposal trustee appointed in connection with the Proposal Proceedings, being KPMG Inc.

(qqqqqq) "**ULC**" means an unlimited liability corporation to be incorporated under the *ABCA* prior to Implementation.

(rrrrrr) "**ULC Share**" means a common share issued by the ULC.

(ssssss) "**ULC Share Certificate**" means a certificate representing a ULC Share.

(tttttt) "**ULC Shareholder**" means a Person to whom ULC Shares are issued under this Proposal.

(uuuuuu) "**Unaffected Claim**" is defined in Section 2.4.

(vvvvvv) "**Unaffected Creditor**" means a Creditor having an Unaffected Claim.

(wwwwww) "**Voting Letter**" means the voting letter required by section 51(1) of the *BIA* to each known Creditor prior to the Creditors' Meeting.

1.2 Certain Rules of Interpretation

(a) In this Proposal, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Proposal is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

(b) The division of this Proposal into Articles, Sections and Schedules and the insertion of headings, are for convenience of reference only and do not affect the construction or interpretation of this Proposal, and references in this Proposal to an Article, Section or Schedule are to be construed as references to an Article or Section of or Schedule to this Proposal unless otherwise specified.

(c) Unless otherwise specified in this Proposal, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

(d) Unless otherwise specified, any reference in this Proposal to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

(e) In this Proposal, the deeming provisions are not rebuttable and are conclusive and irrevocable.

1.3 Currency

All amounts payable under or otherwise referred to in this Proposal will be denominated in Canadian dollars and all payments and distributions to be made in cash will be made in Canadian dollars. Any Claims denominated in a foreign currency will be converted to Canadian dollars at the Reuters closing rate on the Filing Date.

1.4 Governing Law

This Proposal is governed by and is to be construed and interpreted in accordance with the *BIA* and the other laws of Canada and by the laws of the Province of Alberta applicable thereto.

1.5 Schedules

The following schedules are attached to and form part of this Proposal:

Schedule “A” – First Amending Agreement

Schedule “B” – Second Amending Agreement

Schedule “C” – BR GP 2023 Articles

Schedule “D” – Bylaws of BR GP 2023

Schedule “E” – ICE GP Corp Articles

Schedule “F” – Bylaws of ICE GP Corp

Schedule "G" – SESCI 2023 Articles

Schedule "H" – Bylaws of SESCI 2023

Schedule "I" – Trustee Certificate (Section 5.8(a))

Schedule "J" – Trustee Certificate (Section 5.8(b))

Schedule "K" – Trustee Certificate (Section 5.8(c))

ARTICLE 2
PURPOSE OF PROPOSAL

2.1 Purpose of Proposal

The purpose of this Proposal is:

(a) to enable the Debtors to continue the Business from and after the Implementation Date;

(b) to effect the conversion of the Affected Unsecured Claims and Interim Financing Debt into BR LP Units, with the effect that following Implementation:

(i) Pre-Implementation Partners will hold 15% of the BR LP Units;

(ii) Affected Unsecured Creditors will hold 60% of the BR LP Units; and

(iii) Interim Lenders will hold 25% of the BR LP Units;

(in each case subject to rounding);

(c) to pay Priority Governmental Claims, Priority Employee Claims and Preferred Claims;

(d) to replace HE GP LP and FRI GP LP with BR GP as general partner of HE LP and FRI LP;

(e) to effect the wind-up and dissolution of HE LP, HE GP LP, FRI LP and FRI GP LP, the distribution of their Property to BR LP and BR GP, the transfer by BR LP and BR GP of such Property to ICE LP, and the transfer by ICE LP to ICE Ltd. of the Contracts included therein;

(f) to effect Corporate Arrangements under which:

(i) the BR LP Units of Non-Residents will be transferred to the ULC in exchange for ULC Shares;

(ii) FRI Inc. and BR GP will be amalgamated;

(iii) HE Inc. will be made a wholly owned subsidiary of BR GP and its name will be changed to ICE GP Corp.; and

(iv) ICE AB Inc. will be made a wholly owned subsidiary of ICE Ltd. and amalgamated with SESCI to form SESCI 2023; and

(g) to replace ICE GP LP with ICE GP Corp as general partner of ICE LP and dissolve ICE GP LP.

2.2 Benefit of Proposal

The Debtors have put forward this Proposal on the basis that it permits the preservation of the Business and Software, permits the continued servicing of the Customers, and maximizes the potential recovery of Affected Creditors in the future. If this Proposal is not approved by the Affected Creditors, the Debtors will be deemed bankrupt and the Debtors anticipate the Affected Creditors and other stakeholders, including Customers, suppliers and employees, will be substantially worse off than if this Proposal is implemented.

2.3 Persons affected by this Proposal

This Proposal affects all Affected Creditors and any Counterparty to any License or Key Supply Contract entered into before the Filing Date.

2.4 Unaffected Claims

The following Claims and Liabilities are not compromised or arranged by this Proposal (collectively, the "**Unaffected Claims**"):

(a) Administration Costs;

(b) Key Supplier Payables;

(c) Excluded Claims; and

(d) Secured Claims,

provided that any Licenses, Key Supply Contracts, Excluded Claims and Secured Claims shall be affected by and subject to Section 7.2 and the Approval Orders.

2.5 Equity Claims

No Person holding an Equity Claim shall be entitled to vote for or against the acceptance of this Proposal at any Creditors' Meeting, or shall be entitled to any distribution under this Proposal, on the basis of such Equity Claim.

ARTICLE 3
CLASSIFICATION AND VALIDATION OF CLAIMS

3.1 Single Class of Affected Creditors

For the purposes of considering and voting upon this Proposal, there shall be one class of Creditors consisting of the Affected Creditors, and the Affected Claims of the Affected Creditors shall be dealt with in accordance with the terms and provisions of this Proposal.

3.2 Proofs of Claim

(a) Each Affected Creditor is required, in order to vote at any Creditors' Meeting or receive any distributions under this Proposal, to prove such Affected Creditor's Claim by submitting a Proof of Claim to the Trustee in compliance with and in the manner contemplated in sections 50(1.6), 124 to 126 of the *BIA* and any Order of the Court.

(b) The Trustee will examine each Proof of Claim and may require further evidence of and support for the Affected Claim advanced in a Proof of Claim. An Affected Claim subject to a Proof of Claim shall be determined, disallowed, disallowed in part, expunged or reduced in accordance with section 135 of the *BIA*. An Affected Claim that has been determined in accordance with section 135 of the *BIA* shall be a proven Affected Claim for voting and distribution purposes (a "**Proven Claim**").

(c) In the event that an Affected Claim of an Affected Creditor has been disputed by a Debtor or any Creditor, or been disallowed in whole or in part by the Trustee pursuant to section 135 of the *BIA* (such Claim being a "**Disputed Claim**"):

(i) such Affected Creditor shall not be entitled to receive any distribution under this Proposal with respect to such Disputed Claim unless and until such Disputed Claim becomes a Proven Claim, whereupon such Proven Claim shall be treated in the manner provided for in Article 4 of this proposal;

(ii) for the purposes of voting at the Creditors' Meeting,

(A) if the Trustee has determined such Disputed Claim valid, notwithstanding that a Debtor or Creditor has disputed such Disputed Claim, the quantum of such Affected Creditor's Disputed Claim shall be the face amount of the Disputed Claim;

(B) if the Trustee has disallowed the Disputed Claim in whole or in part, and:

(1) the thirty (30) day period provided for in section 135(4) of the *BIA* has expired, then the quantum of such Affected Claim for voting purposes shall be $0.00, if disallowed in whole, or that portion of such Affected Claim allowed by the Trustee, if disallowed in part; or

(2) the thirty (30) day period provided for in section 135(4) of the *BIA* has not expired, or prior to the expiry thereof such Affected Creditor filed with the Court an appeal of such disallowance, at the Creditors' Meeting such Proof of Claim shall be marked "Objected to" and the chair of the Creditors' Meeting may value such Affected Claim for voting purposes or reserve such decision.

3.3 Assignment of Claims

In the event that any Creditor assigns its Claim to a Person before or after the Filing Date, the Debtors shall not be obliged to deal with such Person, including allowing such Person to vote at the Creditors' Meeting or receive any distribution under this Proposal, unless and until actual notice in writing together with evidence of such assignment has been received by the Debtors and Trustee in accordance with Section 8.3 by no later than 5 pm on the Business Day before the Creditors' Meeting. Thereafter, such Person shall for the purposes of this Proposal constitute a Creditor and shall be bound by any and all notices previously given to the transferor Creditor.

ARTICLE 4
TREATMENT OF CLAIMS AND RESTRUCTURING OF THE BR GROUP

4.1 Affected Unsecured Creditors and Interim Lenders

(a) Upon the Court issuing the Approval Orders:

(i) BR GP shall cause BR LP to create 30,430 BR LP Units for the purpose of effecting the conversion of the Affected Unsecured Claims and Interim Financing Debt contemplated by this Section 4.1, of which:

(A) a total of 21,480 BR LP Units shall be issued to Affected Unsecured Creditors pursuant to the conversion of their respective Affected Unsecured Claims (collectively, the "**Affected Claim Pool Units**", and individually, an "**Affected Claim Pool Unit**"), constituting 60% of the issued and outstanding BR LP Units immediately following the Implementation; and

(B) a total of 8,950 BR LP Units shall be issued to Interim Lenders pursuant to the conversion of their respective Interim Financing Debt (collectively, the "**Interim Financing Pool Units**" and individually, a "**Interim Financing Pool Unit**"), constituting 25% of the issued and outstanding BR LP Units immediately following the Implementation,

with the effect that immediately following the Implementation, there shall be a total of 35,800 issued and outstanding BR LP Units, of which the Pre-Implementation Partners shall hold 5,370 or 15% of the BR LP Units;

(ii) each Affected Unsecured Creditor shall be deemed to have made the following subscriptions to BR LP for Affected Claim Pool Units, to become effective in the order provided for in Sections 6.3(k) and 6.3(l):

(A) first, to the extent that the Affected Unsecured Claim of such Affected Unsecured Creditor contains an Interest Amount, such Affected Unsecured Creditor shall be deemed to have subscribed for that number of Affected Claim Pool Units in respect of such Interest Amount calculated in accordance with Section 4.1(b), the subscription price for which shall be paid for by the conversion of such Interest Amount to such Affected Claim Pool Units; and

(B) second, such Affected Unsecured Creditor shall be deemed to have subscribed for that number of Affected Claim Pool Units in respect of the Principal Amount of its Affected Unsecured Claim calculated in accordance with Section 4.1(c), the subscription price for which shall be paid for by the conversion of such Principal Amount to such Affected Claim Pool Units;

(iii) each Interim Lender shall be deemed to have made the following subscriptions to BR LP for Interim Financing Pool Units, to become effective to become effective in the order provided for in Sections 6.3(k) and 6.3(l):

(A) first, such Interim Lender shall be deemed to have subscribed for that number of Interim Financing Pool Units in respect of the Interest Amount

included in its Interim Financing Debt calculated in accordance with Section 4.3(e), the subscription price for which shall be paid for by the conversion of such Interest Amount to such Interim Financing Pool Units; and

(B) second, such Interim Lender shall be deemed to have subscribed for that number of Interim Financing Pool Units in respect of the Principal Amount of its Interim Financing Debt calculated in accordance with Section 4.1(e), the subscription price for which shall be paid for by the conversion of such Principal Amount to such Interim Financing Pool Units; and

(iv) BR GP shall be deemed to have accepted the subscriptions made under Sections 4.1(a)(ii) and 4.1(a)(iii) for and on behalf of BR LP and shall prepare for each of the Affected Unsecured Creditors and Interim Lenders the requisite number of BR LP Unit Certificates for (i) the first and second tranches of Affected Unsecured Claim Pool Units and Interim Financing Pool Units issued pursuant to the conversion of the Interest Amounts, and (ii) the first and second tranches of Affected Unsecured Claim Pool Units and Interim Financing Pool Units issued pursuant to the conversion of the Principal Amounts.

(b) The Interest Amount of each Affected Unsecured Claim, if any, shall be converted into that number of Affected Claim Pool Units calculated by applying the following formula:

Interest Component Entitlement = 21,480 x (Interest Amount / Total Affected Unsecured Claims)

where:

"Interest Amount" refers to the Interest Amount owed to such individual Affected Unsecured Creditor;

"Interest Component Entitlement" means the number of BR LP Units into which the Interest Amount is converted; and

"Total Affected Unsecured Claims" refers to the aggregate amount of the Affected Unsecured Claims of all Affected Unsecured Creditors.

(c) The Principal Amount of each Affected Unsecured Claim, if any, shall be converted into that number of Affected Claim Pool Units calculated by applying the following formula:

Principal Component Entitlement = 21,480 x (Principal Amount / Total Affected Unsecured Claims)

where:

"Principal Amount" refers to the Principal Amount owed to such individual Affected Unsecured Creditor;

"Principal Component Entitlement" means the number of BR LP Units into which the Principal Amount is converted; and

"Total Affected Unsecured Claims" refers to the aggregate amount of the Affected Unsecured Claims of all Affected Unsecured Creditors.

(d) The Interest Amount of the Interim Financing Debt of each Interim Lender shall be converted into that number of Interim Financing Pool Units calculated by applying the following formula:

Interest Component Entitlement = 8,950 x (Interest Amount / Total Interim Financing Debt)

where:

"Interest Amount" refers to the Interest Amount owed to such individual Interim Lender;

"Interest Component Entitlement" means the number of BR LP Units into which the Interest Amount is converted; and

"Total Interim Financing Debt" refers to the aggregate amount of the Interim Financing Debt of all Interim Lenders.

(e) The Principal Amount of the Interim Financing Debt of each Interim Lender shall be converted into that number of Interim Financing Pool Units calculated by applying the following formula:

Principal Component Entitlement = 8,950 x (Principal Amount / Total Interim Financing Debt)

where:

"Principal Amount" refers to the Principal Amount owed to such individual Interim Lender;

"Principal Component Entitlement" means the number of BR LP Units into which the Principal Amount is converted; and

"Total Interim Financing Debt" refers to the aggregate amount of the Interim Financing Debt of all Interim Lenders.

(f) In the event that either an Affected Unsecured Creditor or an Interim Lender is a Non-Resident, then such Affected Unsecured Creditor or Interim Lender, as applicable, shall be deemed to have subscribed to the ULC for an equal number of ULC Shares to the number of Affected Claim Pool Units or Interim Financing Pool Units into which its Affected Unsecured Claim or Interim Financing Debt is to be converted, which subscription the ULC shall be deemed to have accepted, and on Implementation such Affected Claim Pool Units or Interim Financing Pool Units shall be deemed to have been transferred by such Non-Resident Affected Unsecured Creditor or Interim Lender, as applicable, to the ULC pursuant to Section 4.3(j) in payment of the subscription price for such ULC Shares.

(g) For the purposes of calculating the Interest Component Entitlements and Principal Component Entitlements for the Affected Unsecured Creditors and Interim Lenders pursuant to Sections 4.1(b) to 4.1(e), fractions shall be rounded to the closest whole number, provided that BR GP shall be entitled, in consultation with the Trustee and in an equitable manner, to make such nominal adjustments to such Interest Component Entitlements and Principal Component Entitlements as are reasonably necessary to

ensure that a total of 21,480 Affected Claim Pool Units are allocated to the Affected Unsecured Creditors and 8,950 Interim Financing Pool Units are allocated to the Interim Lenders.

4.2 Priority Governmental Claims, Priority Employee Claims and Preferred Claims

(a) No valid Priority Governmental Claim, Priority Employee Claim or Preferred Claim shall be compromised by this Proposal.

(b) The following Claims shall be paid in full through distributions carried out by the Trustee on Implementation from Implementation Cash Amount:

(i) the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date;

(ii) the Priority Employee Claims; and

(iii) the Preferred Claims.

4.3 Reorganization of the Debtors

The Debtors shall be reorganized under this Proposal as follows:

(a) BR LP shall issue one (1) BR LP Unit to the ULC for a subscription price equal to the fair market value of such BR LP Unit;

(b) FRI LP shall be liquidated and dissolved in accordance with the following:

(i) any interest of FRI GP LP or FRI Inc. in any FRI Property shall be transferred to FRI LP (the "**FRI Property Consolidation**");

(ii) all of the GP Units of FRI GP LP in FRI LP shall be transferred to BR GP, FRI GP LP shall be terminated as general partner of FRI LP and BR GP shall be appointed as general partner of FRI LP in its place (the "**FRI GP LP Termination**");

(iii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR LP and BR GP shall assume all of the Liabilities of FRI LP on a *pro rata* basis;

(B) FRI LP shall distribute its entire interest in the FRI Property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI LP; and

(C) FRI LP and FRI GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**FRI LP Dissolution**");

(c) FRI GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units and LP Units in FRI GP LP shall be transferred to BR GP, and all of the LP Units in FRI GP LP shall be transferred to BR LP, in each case for no consideration, FRI Inc. shall be terminated as general partner of FRI GP LP and BR GP shall be appointed as general partner of FRI GP LP in its place (the "**FRI Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR GP and BR LP shall assume all of the Liabilities of FRI GP LP on a *pro rata* basis;

(B) FRI GP LP shall distribute its entire interest in any property to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI GP LP; and

(C) FRI GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**FRI GP LP Dissolution**");

(d) HE LP shall be liquidated and dissolved in accordance with the following:

(i) any interest of HE GP LP or HE Inc. in any HE Property shall be transferred to HE LP (the "**HE Property Consolidation**");

(ii) all of the GP Units of HE GP LP in HE LP shall be transferred to BR GP, HE GP LP shall be terminated as general partner of HE LP, and BR GP shall be appointed as general partner of HE LP in its place (the "**HE GP LP Termination**");

(iii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR LP and BR GP shall assume all of the Liabilities of HE LP on a *pro rata* basis;

(B) HE LP shall distribute its entire interest in the HE Property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE LP; and

(C) HE LP and HE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**HE LP Dissolution**"); and

(e) HE GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units and LP Units in HE GP LP shall be transferred to BR GP, and all of the LP Units in HE GP LP shall be transferred to BR LP, in each case for no consideration, HE Inc. shall be terminated as general partner of HE GP LP and BR GP shall be appointed as general partner of HE GP LP in its place (the "**HE Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR GP and BR LP shall assume all of the Liabilities of HE GP LP on a *pro rata* basis;

(B) HE GP LP shall distribute its entire interest in any property to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE GP LP; and

(C) HE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**HE GP LP Dissolution**");

(f) FRI Inc., HE Inc., BR GP, SESCI and ICE AB Inc. shall be subject to the following reorganizations and arrangements under sections 192 and 193 of the *ABCA* (collectively, the "**Corporate Arrangements**"):

(i) FRI Inc. and BR GP (each referred to in this Section 4.3(f)(i) as a "predecessor corporation") shall be amalgamated to form BR GP 2023 pursuant to section 193(1)(a) of the *ABCA* (the "**BR GP 2023 Amalgamation**") and:

(A) the name of the amalgamated corporation shall be "BR Capital (2023) Inc." ("**BR GP 2023**");

(B) the share capital of BR GP 2023 shall be an unlimited number of common shares, and each issued and outstanding Affiliate Share in FRI Inc. and BR GP shall be deemed to be a common share in BR GP 2023;

(C) all Property of FRI Inc. and BR GP immediately before the BR GP 2023 Amalgamation (except amounts receivable from any predecessor corporation or Shares of any predecessor corporation) will become the property of BR GP 2023;

(D) all Liabilities of FRI Inc. and BR GP immediately before the BR GP 2023 Amalgamation (except amounts payable to any predecessor corporation) will become Liabilities of BR GP 2023 and as a result BR GP 2023 shall continue to be liable for the Liabilities of FRI Inc. and BR GP;

(E) the articles of amalgamation of BR GP 2023, substantially in the form attached as **Schedule "C**" (the "**BR GP 2023 Articles**"), shall be filed with the Registrar to give effect to the BR GP 2023 Amalgamation;

(F) the initial directors of BR GP 2023 shall be the same as the directors of BR GP;

(G) the by-laws of BR GP 2023 shall be substantially in the form attached as **Schedule "D"**;

(H) the registered office of BR GP 2023 shall be located at the same address as that of the registered office of BR GP; and

(I) the amalgamated corporation will use the registration number of BR GP under Part IX of the *Excise Tax Act* (Canada);

(ii) the Affiliate Shares held by the Affiliate Shareholders in HE Inc. shall be transferred to BR GP and BR GP 2023 shall issue to such Affiliate Shareholders and equal number of common shares in BR GP 2023, having a fair market value equal to the fair market value of the transferred Affiliate Shares, in exchange therefor pursuant to section 193(1)(f) of the *ABCA* and subsection 85(1) of the *Income Tax Act* (the "**HE Share Transfer**");

(iii) the articles of incorporation of HE Inc. shall be amended under section 173(1)(a) and 192(2) of the *ABCA* (the "**ICE GP Corp Amendment**) and:

(A) the name of HE Inc. shall be changed to "ICE GP Corp." (and upon the ICE GP Corp Amendment becoming effective, HE Inc. shall be referred to hereunder as "**ICE GP Corp**");

(B) the articles of reorganization of ICE GP Corp, substantially in the form attached as **Schedule "E"** (the "**ICE GP Corp Articles**"), shall be filed with the Registrar to give effect to the ICE GP Corp Amendment; and

(C) the by-laws of ICE GP Corp shall be substantially in the form attached as **Schedule "F"**;

(iv) the Affiliate Shares held by Affiliate Shareholders in ICE AB Inc. shall be transferred to BR GP 2023 and BR GP 2023 shall issue to such Affiliate Shareholders an equal number of common shares in BR GP 2023, having a fair market value equal to the fair market value of the transferred Affiliate Shares, in exchange therefor pursuant to section 193(1)(f) of the *ABCA* and section 85(1) of the *Income Tax Act*, BR GP 2023 shall transfer such Affiliate Shares to BR LP in exchange for additional BR LP Units pursuant to subsection 97(2) of the *Income Tax Act*, BR LP shall transfer such Affiliate Shares to ICE LP in exchange for additional LP Units of ICE LP pursuant to subsection 97(2) of the *Income Tax Act*, and ICE LP shall contribute such Affiliate Shares to ICE Ltd. in exchange for additional ICE Shares pursuant to subsection 85(1) of the *Income Tax Act* (the "**ICE AB Share Transfers**");

(v) ICE AB Inc. and SESCI (each referred to in this Section 4.3(f)(v) as a "predecessor corporation") shall be amalgamated to form SESCI 2023 pursuant to section 193(1)(a) of the *ABCA* (the "**SESCI 2023 Amalgamation**") and:

(A) the name of the amalgamated corporation shall be "SESCI (2023) Corp." ("**SESCI 2023**");

(B) the share capital of SESCI 2023 shall be an unlimited number of common shares, and each issued and outstanding Share in ICE AB Inc. and SESCI shall be deemed to be a common share in SESCI 2023;

(C) all Property of ICE AB Inc. and SESCI immediately before the SESCI 2023 Amalgamation (except amounts receivable from any predecessor corporation or Shares of any predecessor corporation) will become the property of SESCI 2023;

(D) all Liabilities of ICE AB Inc. and SESCI immediately before the BR GP 2023 Amalgamation (except amounts payable to any predecessor corporation) will become Liabilities of SESCI 2023 and as a result SESCI

2023 shall continue to be liable for the Liabilities of ICE AB Inc. and SESCI;

(E) the articles of amalgamation of SESCI 2023, substantially in the form attached as **Schedule "G**" (the "**SESCI 2023 Articles**"), shall be filed with the Registrar to give effect to the SESCI 2023 Amalgamation;

(F) the initial directors of SESCI 2023 shall be the same as the directors of BR GP;

(G) the by-laws of SESCI 2023 shall be substantially in the form attached as **Schedule "H"**;

(H) the registered office of SESCI 2023 shall be located at the same address as that of the registered office of SESCI; and

(I) the amalgamated corporation will use the registration number of SESCI under Part IX of the *Excise Tax Act* (Canada);

(g) ICE GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units in ICE GP LP shall be transferred to ICE GP Corp, and all LP Units in ICE GP LP shall be transferred to BR LP, in each case for no consideration, ICE AB Inc. shall be terminated as general partner of ICE GP LP and ICE GP Corp shall be appointed as general partner of ICE GP LP in its place (the "**ICE AB Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) ICE GP Corp and BR LP shall assume all of the Liabilities of ICE GP LP on a *pro rata* basis;

(B) ICE GP LP shall distribute its entire interest in the GP Units held by ICE GP LP in ICE LP to ICE GP Corp, and its entire any other property to ICE GP Corp and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in ICE GP LP; and

(C) ICE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**ICE GP LP Dissolution**"), and ICE GP Corp shall be appointed as general partner of ICE LP (the "**ICE GP Corp Appointment**");

(h) BR LP and BR GP shall transfer to ICE LP all of their respective undivided interests in FRI Property and the HE Property in exchange for 1,832 LP Units in ICE LP, proportionate to their respective undivided interests, which transfers shall be in accordance with subsection 97(2) of the *Income Tax Act* (the "**BR LP Contribution**");

(i) ICE LP shall transfer to ICE Ltd. all of its undivided interest in the Contracts included in the FRI Property and HE Property in exchange for 211 ICE Shares, which transfer shall be in accordance with subsection 85(1) of the *Income Tax Act* (the "**ICE LP Contribution**"); and

(j) With respect to the ULC:

(i) the sole issued and outstanding ULC Share, which was issued on the incorporation of the ULC, shall be redeemed for a redemption price equal to the subscription price therefor;

(ii) any BR LP Unit held by any Pre-Implementation Partner who is a Non-Resident shall be transferred to the ULC in exchange for an equal number of ULC Shares pursuant to subsection 85(1) of the *Income Tax Act*; and concurrently therewith

(iii) any Affected Claim Pool Unit or Interim Financing Pool Unit issued hereunder to a Person who is a Non-Resident shall be transferred to the ULC in exchange for an equal number of ULC Shares pursuant to subsection 85(1) of the *Income Tax Act*,

(such transfers being collectively referred to as the "**Non-Resident LP Unit Transfers**").

4.4 Elections under the *Income Tax Act*

(a) The applicable Debtors will elect under subsection 97(2) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfer of the FRI Property and the HE Property under Sections 4.3(b), 4.3(f)(iv) and 4.3(h) and execute and file such elections, documents and forms necessary to make such election within the time required.

(b) The applicable Debtors will elect under subsection 85(1) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfer of the Contracts under Sections 4.3(i), 4.3(f)(ii) and 4.3(f)(iv) and execute and file such elections, documents and forms necessary to make such election within the time required.

(c) The applicable Debtors will elect under subsection 98(3) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfers under Sections 4.3(b)(iii), 4.3(c)(ii), 4.3(d)(iii), 4.3(e)(ii), 4.3(g)(ii), 4.3(i), 4.3(j)(ii) and 4.3(j)(iii), and execute and file such elections, documents and forms necessary to make such election within the time required.

4.5 Representations, Warranties and Covenants of New BR Limited Partners

Upon the conversion during Implementation of Affected Unsecured Claims into Affected Claim Pool Units and of Interim Financing Debt into Interim Financing Pool Units, each holder thereof shall be deemed to become party to the BR Limited Partnership Agreement as BR Limited Partners and to represent and warrant, and to covenant and agree to, the representations, warranties, covenants and agreements in section 2.10 of the BR Limited Partnership Agreement.

4.6 Unaffected Claims

Unaffected Claims will not be compromised or arranged by or receive any distributions or other consideration under this Proposal and no Unaffected Creditor shall be entitled to vote for or against the acceptance of this Proposal at the Creditors' Meeting on the basis of its Unaffected Claim.

4.7 Interest on Claims

Interest will not accrue or be paid on any Affected Unsecured Claim or Preferred Claim after or in respect of the period following the Filing Date and no Creditor with an Affected Claim will be entitled to any

interest in respect of such Affected Claim accruing on or after or in respect of the period following the Filing Date.

ARTICLE 5
ACTIONS DURING PROPOSAL PROCEEDINGS

5.1 Post-Filing Debts and Priority Governmental Claims arising after Filing Date

(a) During the Proposal Proceedings, the Debtors shall pay:

(i) Post-Filing Debts and Administration Costs; and

(ii) Priority Governmental Claims accruing arising on or after the Filing Date to the applicable Governmental Authorities,

in the ordinary course as such amounts become due and payable.

(b) The Trustee shall not have any responsibility for ensuring payment is made to any Person for or in respect of Post-Filing Debts, Administration Costs (other than for its counsel) or Priority Governmental Claims.

5.2 Creditors' Meeting

(a) The Creditors' Meeting shall be called by the Trustee following the filing of this Proposal with the Official Receiver in accordance with section 51 of the *BIA* and held at such time and place as established by the Trustee in consultation with the Debtors and the Official Receiver and may be adjourned in accordance with section 52 of the *BIA*. The chair of the Creditors' Meeting shall be the Official Receiver or its nominee.

(b) The Creditors' Meeting shall be held in accordance with the provisions of this Proposal, the *BIA*, directives issued by the Official Receiver and any Order of the Court and in accordance with any reasonable protocols relating to COVID-19 established by the Trustee that are consistent with the forgoing.

5.3 Acceptance by Affected Creditors

In order for this Proposal to be accepted by the Affected Creditors, the Required Majority of Affected Creditors voting in person, by proxy or by Voting Letter must have voted in favour of accepting this Proposal at the Creditors' Meeting.

5.4 Application for Approval Orders

If the Required Majority of Affected Creditors vote to accept this Proposal, the Trustee and Debtors shall as soon as reasonably possible jointly apply to the Court for the following Orders (collectively, the "**Approval Orders**"):

(a) the Trustee shall apply for an Order:

(i) declaring that the Proposal has been accepted by the Required Majority of Affected Creditors in conformity with the *BIA*, the Debtors have complied with the provisions of the *BIA*, and that the Proposal is fair and reasonable and calculated to the benefit of the general body of Affected Creditors;

(ii) approving this Proposal pursuant to section 58 of the *BIA* and declaring that all associated steps, compromises and releases effected thereby are approved, binding and effective on the Debtors, the Affected Creditors and all other Persons affected by this Proposal as of Implementation; and

(iii) grant to the Trustee, in addition to its rights and obligations under the *BIA*, the powers, duties and protections contemplated by and required under this Proposal and authorize and direct the Trustee to perform its duties and fulfil its obligations under this Proposal to facilitate the Implementation;

(b) the Debtors shall apply for an Order:

(i) declaring that upon Implementation, all steps, transfers, assumptions, distributions, contributions, transactions, arrangements, assignments and reorganizations effected under Section 4.3 shall be deemed to have occurred in the sequential order stipulated in Section 6.3 and to be valid, binding and effective, including:

(A) the FRI Property Consolidation, the FRI GP LP Termination and the FRI LP Dissolution;

(B) the FRI Inc. Termination and the FRI GP LP Dissolution;

(C) the HE Property Consolidation, the HE GP LP Termination and the HE LP Dissolution;

(D) the HE Inc. Termination and the HE GP LP Dissolution;

(E) the Corporate Arrangement, including the BR GP 2023 Amalgamation, the HE Share Transfer, the ICE GP Corp Amendment, the ICE AB Share Transfer, and the SESCI 2023 Amalgamation;

(F) the ICE AB Inc. Termination, the ICE GP LP Dissolution and the ICE GP Corp Appointment;

(G) the BR LP Contribution and the ICE LP Contribution; and

(H) the Non-Resident LP Unit Transfers;

(ii) dispensing with:

(A) any requirement of ICE AB Inc., FRI Inc., HE Inc. to provide Affiliate Shareholders with notice of the Corporate Arrangements;

(B) any requirement of ICE AB Inc., FRI Inc., HE Inc., BR GP or SESCI to call, hold and conduct a meeting of Affiliate Shareholders to consider and approve the Corporate Arrangements; and

(C) any right of any Affiliate Shareholder to dissent in respect of the Corporate Arrangements;

(iii) authorizing and directing BR GP, ICE GP and SESCI 2023 to file with the Registrar the BR GP 2023 Articles, ICE GP Corp Articles and SESCI Articles, and BR GP and ICE GP Corp to file with the Registrar all documentation under the

Partnership Act required in connection with the FRI LP Dissolution, FR GP LP Dissolution, HE LP Dissolution, HE GP LP Dissolution and ICE GP LP Dissolution;

(iv) declaring that the stay of proceedings under section 69.1 of the *BIA* is extended in respect of the Debtors and the Directors to and including Implementation; and

(v) staying the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Debtor, Released Party or Director in respect of any Claims or Liabilities settled or released pursuant to Sections 7.2, 7.3(a), or 7.4;

(c) the Trustee and Debtors shall jointly apply for an Order:

(i) declaring that effective upon Implementation, the sole right of any Affected Creditor in respect of any Affected Claim is to receive the distributions provided for in Sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m);

(ii) declaring that effective upon Implementation, all Contracts shall be and remain in full force and effect, unamended, and no Counterparty thereto on or following Implementation shall accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:

(A) of any event which occurred prior to, and not continuing after, Implementation or which is or continues to be suspended or waived under this Proposal, which would have entitled a Counterparty to enforce those rights or remedies;

(B) that any Debtor has sought or obtained relief or has taken steps as part of this Proposal under the *BIA* or *ABCA*;

(C) of any default or event of default arising as a result of the financial condition or insolvency of any Debtor; and

(D) of the restructurings, reorganizations and other effects on any Debtor of the steps and transactions contemplated by this Proposal;

(iii) declaring that the Debtors and the Trustee shall be authorized, in connection with the taking of any step or transaction or performance of any function under or in connection with this Proposal, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith;

(iv) authorizing the Trustee to perform its functions and fulfil its obligations under this Proposal to facilitate the Implementation;

(v) declaring that upon completion by the Trustee of its duties and obligations under this Proposal, the *BIA* and any Orders, the Trustee may file with the Court a certificate stating that all of its duties under this Proposal, the *BIA* and any Orders

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

(vi) declaring that upon payment in full or the making of provision for all debt secured by the *BIA* Charges, and the Trustee filing a certificate with the Court confirming such payment or provision, such *BIA* Charges shall be discharged and released; and

(vii) declaring that the Debtors, the Trustee or any other interested Person may apply to the Court for advice and direction in respect of any matter arising from or under this Proposal.

5.5 Conditions Precedent to Implementation

(a) The Implementation of this Proposal shall be conditional upon the fulfillment and satisfaction, or waiver in accordance with Section 5.5(b), of the following conditions precedent (collectively, the "**Conditions Precedent**"):

(i) this Proposal shall have been approved by the Required Majority of the Affected Creditors;

(ii) the Court shall have granted the Approval Orders;

(iii) the operation and effect of the Approval Orders shall not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Approval Orders shall have expired and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate Court;

(iv) the Implementation Deliveries contemplated by Section 6.2 shall have been completed;

(v) the First Amending Agreement shall have been approved by Special Resolution of the BR Limited Partners and executed by BR GP for and on behalf of the BR Limited Partners; and

(vi) the Executives, BR LP and BR GP shall have executed and delivered the Executive Amending Agreements and the Trustee shall have consented to such agreements.

(b) The Debtors may, with the prior written consent of the Trustee, waive in whole or in part the satisfaction of the conditions set out in Section 5.5(a)(iii) and 5.5(a)(v).

5.6 Second Amending Agreement

(a) Subject to Section 5.6(b), prior to Implementation, BR GP shall send a written notice to the Pre-Implementation Limited Partners (the "**Special Resolution Notice**") requesting that they execute in counterpart and deliver to BR GP counterpart of a Special Resolution consenting to and approving the Second Amending Agreement (the "**Special Amending Resolution**"), which notice shall set out the reasons for the Second Amending Agreement and the Second Amending Resolution and shall attach the form of the Special Amending Resolution, a copy of the draft Second Amending Agreement and a copy of this Proposal.

(b) If BR GP determines that it is necessary or desirable to call a special meeting of the BR Limited Partners to consider and vote upon the Special Amending Resolution, BR GP shall send a written notice to the BR Limited Partners calling a special meeting for such purpose in accordance with the requirements of the BR Limited Partnership Agreement, stating the date, time and coordinates of such meeting, the general nature of the business to be transacted at such meeting, and attaching a copy of the draft Second Amending Agreement, the proposed Special Amending Resolution, and this Proposal.

(c) This Proposal shall be deemed to be written notice to the BR Limited Partners holding Affected Claim Pool Units and Interim Financing Pool Units requesting of the Special Amending Resolution pursuant to Section 5.8(a) or of a special meeting pursuant to Section 5.8(b), such Persons shall be deemed to have waived any additional notice period in respect of such Special Amending Resolution or special meeting and to have appointed BR GP as their attorney for the purposes of executing one or more counterparts of the Special Amending Resolution approving the Special Amending Resolution for and on behalf of such BR Limited Partners.

5.7 Condition Subsequent to Implementation

The Implementation shall be subject to the condition subsequent that, by no later than the Special Resolution Deadline, the Required LP Majority of BR Limited Partners shall have executed and delivered to BR GP counterparts consenting and approving, or shall have voted in favour of, the Special Amending Resolution (the "**Condition Subsequent**"). In the event that the Condition Subsequent is not satisfied by the Special Resolution Deadline, the Implementation, all steps taken pursuant to Section 6.3, including the conversion of the Affected Unsecured Claims into Affected Claim Pool Units and the Interim Financing Debt into Interim Financing Pool Units, and the provisions of Sections 7.1 to 7.3, shall be deemed to be reversed and shall be of no further force or effect, and this Proposal shall terminate.

5.8 Trustee Certificates

(a) Upon the satisfaction or waiver of the Conditions Precedent set out in Sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(iii) and 5.5(a)(v), and the completion of the Implementation Deliveries contemplated by Section 6.2, the Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "I"** stating that such conditions have been satisfied or waived, as applicable.

(b) Upon completion of the Implementation, the Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "J"** stating that the Implementation of this Proposal has been completed and that the Debtors have complied with and satisfied the obligations under this Proposal that they were required to satisfy by and including the Implementation Date.

(c) The Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "K"** stating whether or not the Condition Subsequent was satisfied by the Special Resolution Deadline.

ARTICLE 6
IMPLEMENTATION OF PROPOSAL

6.1 Corporate and Partnership Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Proposal involving corporate or partnership action of a Debtor will occur and be effective as of the

Implementation, and will be authorized and approved under this Proposal and the Approval Orders, where appropriate, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of, or partners in, a Debtor. All necessary approvals to take actions shall be deemed to have been obtained from the directors or shareholders of or partners in a Debtor, as applicable.

6.2 Deliveries Prior to Implementation

Upon the satisfaction of the Conditions Precedent in Sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(v) and 5.5(a)(vi), the Debtors shall deliver or cause to be delivered to the Trustee the following (the "**Implementation Deliveries**"):

(a) the Debtors shall deliver, or cause to be delivered, to the Trustee an amount equal to the Implementation Cash Amount, which the Trustee will hold in trust for distribution upon Implementation in accordance with Sections 4.2, 6.3(a) and 6.3(j) provided that if Implementation does not occur by the Outside Date, the Trustee will return such amount to the Debtors or the Interim Agent, subject to deducting therefrom and paying or making provision for the Administration Costs;

(b) BR LP shall deliver to the Trustee BR LP Unit Certificates representing:

(i) the Affected Claim Pool Units which the Affected Unsecured Creditors and ULC are entitled to under Sections 4.1(a)(ii)(A), 4.1(a)(ii)(B) and 4.1(f) based on their respective Interest Component Entitlements and Principal Component Entitlements; and

(ii) the Interim Financing Pool Units which the Interim Lenders and ULC are entitled under Sections 4.1(a)(iii)(A), 4.1(a)(iii)(B) and 4.1(f) based on their respective Interest Component Entitlements and Principal Component Entitlements,

which the Trustee shall hold in trust for distribution upon Implementation in accordance with Sections 6.3(b), 6.3(k), 6.3(l) and 6.3(m); and

(c) the ULC shall have delivered to the Trustee that number of ULC Shares equal to the aggregate number of Affected Claim Pool Units and Interim Financing Pool Units issued to Affected Unsecured Creditors and Interim Lenders who are Non-Residents and BR LP Units held by Pre-Implementation Partners who are Non-Residents.

6.3 Steps on Implementation

Upon the satisfaction of the Conditions Precedent in Section 5.5, the following steps shall be taken and effected to implement the transactions contemplated by this Proposal (such implementation steps being collectively referred to as the "**Implementation**"), and such steps shall be deemed to occur and be taken and effected immediately in the following sequence and order, without any further act or formality, on the Implementation Date beginning at the Implementation Time:

(a) first, that portion of the Implementation Cash Amount to be distributed in respect of Priority Employee Claims to Employees pursuant to Section 4.2(b)(ii) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4, the Priority Employee Claims shall be deemed to be fully satisfied;

(b) second, the issuance of one (1) BR LP Unit to the ULC shall become effective;

(c) third, in sequential order:

(i) the FRI Property Consolidation shall become effective;

(ii) the FRI GP LP Termination shall become effective; and

(iii) the FRI LP Dissolution shall become effective;

(d) fourth, in sequential order:

(i) the FRI Inc. Termination shall become effective;

(ii) the FRI GP LP Dissolution shall become effective; and

(iii) the BR GP Amalgamation shall become effective;

(e) fifth, in sequential order:

(i) the HE Property Consolidation shall become effective;

(ii) the HE GP LP Termination shall become effective; and

(iii) the HE LP Dissolution shall become effective;

(f) sixth, in sequential order:

(i) the HE Inc. Termination shall become effective; and

(ii) the HE GP LP Dissolution shall become effective;

(g) seventh, in sequential order:

(i) the HE Share Transfer shall become effective;

(ii) the ICE GP Corp Amendment shall become effective;

(iii) the ICE AB Inc. Termination shall become effective;

(iv) the ICE GP LP Dissolution shall become effective; and

(v) the ICE GP Corp Appointment shall become effective;

(h) eighth, in sequential order:

(i) the ICE AB Share Transfer shall become effective; and

(ii) the SESCI 2023 Amalgamation shall become effective;

(i) ninth, in sequential order:

(i) the BR LP Contribution shall become effective; and

(ii) the ICE LP Contribution shall become effective;

(j) tenth, that portion of the Implementation Cash Amount to be distributed in respect of:

(i) the Administration Costs shall be paid by the Trustee;

(ii) the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date, shall become releasable by the Trustee to the applicable Governmental Authority; and

(iii) the Preferred Claims pursuant to Section 4.2(b)(iii) shall become releasable by the Trustee to the Preferred Creditors, and upon such portion becoming releasable, the Preferred Claims shall be deemed to be fully satisfied;

(k) eleventh, the conversion of the Interest Amounts owing to the Affected Unsecured Creditors and Interim Lenders shall become effective and the BR LP Unit Certificates representing the Affected Claim Pool Units and Interim Financing Pool Units to be distributed pursuant to Sections 4.1(a)(ii)(A) and 4.1(a)(iii)(A) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4 such Interest Amounts shall be deemed to be fully satisfied and the Affected Unsecured Creditors and Interim Lenders entitled thereto shall be deemed to be BR Limited Partners pursuant to such Affected Claim Pool Units and Interim Financing Pool Units, whether or not they have received such BR LP Unit Certificates, provided that any Affected Unsecured Creditors or Interim Lenders who are Non-Residents shall be deemed to have authorized and directed the Trustee to hold their BR LP Unit Certificates until the Non-Resident LP Unit Transfers become effective;

(l) twelfth, the conversion of the Principal Amounts owing to the Affected Unsecured Creditors and Interim Lenders shall become effective and the BR LP Unit Certificates representing the Affected Claim Pool Units and Interim Financing Pool Units to be distributed pursuant to Sections 4.1(a)(ii)(B) and 4.1(a)(iii)(B) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4 such Principal Amounts shall be deemed to be fully satisfied and the Affected Unsecured Creditors and Interim Lenders entitled thereto shall be deemed to be BR Limited Partners pursuant to such Affected Claim Pool Units and Interim Financing Pool Units, whether or not they have received such BR LP Unit Certificates, provided that any Affected Unsecured Creditors or Interim Lenders who are Non-Residents shall be deemed to have authorized and directed the Trustee to hold their BR LP Unit Certificates until the Non-Resident Unit Transfers become effective; and

(m) thirteenth, the Non-Resident LP Unit Transfer shall become effective, the issuance of the ULC Shares to the Affected Unsecured Creditors and Interim Lenders who are Non-Residents shall become effective, the BR LP Unit Certificates in respect of the Affected Claim Pool Units and Interim Financing Pool Units transferred thereby shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4 to the ULC, and the ULC Share Certificates shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4 to the Affected Unsecured Creditors, Interim Lenders and Pre-Implementation Partners who are Non-

Residents, each of whom shall be deemed to be ULC Shareholders whether or not they received such ULC Share Certificates.

6.4 Distributions by the Trustee

As soon as reasonably practicable following the later of:

(a) the Implementation Date; or

(b) the satisfaction of the Condition Subsequent,

the Trustee shall make reasonable commercial efforts to effect the distributions of the Implementation Cash Amounts contemplated by Sections 6.3(a) and 6.3(j) and the distributions of the BR LP Unit Certificates and ULC Share Certificates contemplated by Sections 6.3(k), 6.3(l) and 6.3(m).

6.5 Withholding Taxes

The Trustee shall be entitled to deduct and withhold from any distribution to any Affected Creditor under this Proposal any amounts required to be deducted and withheld therefrom under the provisions of the *Income Tax Act* and any corresponding provisions of provincial law, and remit such amounts to the applicable Governmental Authority, and such withheld, deducted and remitted amount shall be treated for all purposes of this Proposal as having been paid to such Affected Creditor as the remainder of the payment in respect of which such withholding and deduction were made.

6.6 Post Proposal Period Equity Funding

For greater certainty, nothing in this Proposal shall prevent BR LP from, after the Implementation Date, obtaining additional equity funding pursuant to subscriptions for and issuance of additional BR LP Units in accordance with the BR Limited Partnership Agreement.

ARTICLE 7
EFFECT OF IMPLEMENTATION OF PROPOSAL

7.1 Binding Effect of this Proposal

(a) This Proposal shall become binding upon the Debtors upon satisfaction of the Conditions Precedent in Sections 5.5(a)(i) and 5.5(a)(ii).

(b) Effective upon Implementation, this Proposal shall become binding upon all Affected Creditors, Employees with Priority Employee Claims, Governmental Authorities with Priority Governmental Claims, Interim Lenders with Interim Financing Debt and their respective heirs, executors, administrators, legal personal representatives, successors and assigns, and the distributions and conversions provided for in Sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m) shall fully, finally and completely satisfy any and all Affected Claims, Priority Employee Claims, Interim Financing Debt and Priority Governmental Claims.

(c) All Affected Creditors, BR Limited Partners and Affiliate Shareholders will provide such acknowledgements, agreements, discharges or other documentation as may be requested by the Debtors or the Trustee in writing and as are necessary to give effect to the intent of this Proposal.

7.2 Effect of Proposal on Contracts

Upon Implementation, notwithstanding the term or condition of any Contract entered into before the Filing Date to which a BR Entity is party:

(a) any breach or default under such Contract that occurred prior to the Filing Date that related to a payment default or that is contemplated by subsections 65.1(1) and (2) of the *BIA* shall be deemed to have been cured and shall continue to be binding upon and enforceable against the Counterparty thereto;

(b) any such Contract shall be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal; and

(c) in the event of any conflict or inconsistency between the terms of this Proposal and the terms of any such Contract, the terms of this Proposal shall govern.

7.3 Releases

Effective on Implementation:

(a) the Debtors shall be released from:

(i) all Affected Unsecured Claims, Preferred Claims, Priority Employee Claims, Priority Governmental Claims and Interim Financing Debt, and all Security therefor and rights, remedies and recourses based thereon shall be irrevocably and forever discharged, extinguished, released and barred, and any and all proceedings, orders, judgments, executions, garnishments, charges or actions in respect of such Claims shall be deemed to be extinguished, discharged, dismissed, vacated and of no force or effect, in law or in equity, on or against the Debtors or any of their Property, other than the Debtors' duty to fully perform their obligations under this Proposal, including to cause the distributions contemplated by Sections 4.1 and 4.2; and

(ii) all Equity Claims and all rights, remedies and recourses based thereon shall be fully, finally, irrevocably and forever, discharged, extinguished, released, cancelled and barred and any and all proceedings, orders, judgments, executions, garnishments, charges or actions in respect of such Claims shall be deemed to be extinguished, discharged, dismissed, vacated and of no force or effect, in law or in equity, on or against the Debtors or any of their Property;

(b) the Trustee, counsel for the Trustee and counsel for the Debtors, and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants (each being herein referred to individually as a "**Released Party**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, liens and other recoveries on account of any Liabilities arising from this Proposal, the Proposal Proceedings, the operation or administration of the Debtors during the Proposal Proceedings or the manner in which any Person is affected by or under this Proposal, the Proposal Proceedings, the Approval Orders or any other Order, other than arising as a result of gross negligence or wilful misconduct of a Released Party; and

(c) the Directors shall be released from any and all Director Claims of any kind whatsoever and all such Director Claims shall be forever released, discharged and barred, provided that such release shall not release any Director or Officer from any Liabilities that:

(i) relate to contractual rights of one or more Creditors arising from contracts with such Director; or

(ii) are based on allegations of misrepresentation made by such Director or on wrongful or oppressive conduct by such Director.

7.4 Completion of Proposal and Discharge of Trustee

Upon completion of the distributions contemplated by Article 6, this Proposal shall be fully performed and the Trustee shall file with the Court and post on its website a certificate confirming such full performance. Thereafter, the Trustee may apply for its discharge.

7.5 Sections 95 to 101 of the *BIA*

In conformity with section 101.1 of the *BIA*, sections 95 to 101 of the *BIA* and any provincial statute related to preference, fraudulent conveyance, transfer at undervalue, or the like shall not apply to this Proposal.

ARTICLE 8
MISCELLANEOUS

8.1 Modification of Proposal

(a) Subject to the prior consent of Trustee, acting reasonably, the Debtors reserve the right, at any time and from time to time, to amend, restate, modify and/or supplement this Proposal, provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to the Creditors' Meeting, posted on the Trustee's website; and (ii) if made following the Creditors' Meeting, approved by the Court.

(b) Notwithstanding Section 8.1(a), any amendment, restatement, modification or supplement of this Proposal may be made by the Debtors with the prior consent of the Trustee, acting reasonably, and pursuant to an Order following the issuance of the Approval Orders, provided that it concerns a matter which, in the opinion of the Debtors and the Trustee, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Proposal and the Approval Orders or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the general body of Affected Creditors.

(c) Any amendment, restatement, modification or supplement of this Proposal filed with the Court and, if required by this Section, approved by the Court shall for all purposes be and be deemed to be a part of and incorporated in this Proposal.

8.2 Non-Implementation

If Implementation does not occur by the Outside Date:

(a) this Proposal shall be null and void in all respects; and

(b) nothing contained in this Proposal, and no acts taken in preparation for Implementation of this Proposal, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against any Debtor or any other Person; (ii) prejudice in any manner the rights of any Debtor or other Person in any further proceedings involving the Debtors; or (iii) constitute an admission of any sort by the Debtors or any other Person.

8.3 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by receipted email (except for Proofs of Claim which may only be sent by personal delivery, receipted email or registered mail) addressed to the respective parties as follows:

(a) if to the Debtors:

324, 370, 5222 – 130 Avenue SE
Calgary, Alberta T2Z 0G4
Attention: James Lawson
Email: jlawson@icehealthsystems.com

With a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Ave SW
Calgary, Alberta T2P 4K9
Attention: Tom Cumming / Stephen Kroeger
Email: tom.cumming@gowlingwlg.com / stephen.kroeger@gowlingwlg.com

(b) if to a Creditor, to the address or email address for such Creditor specified in the Proof of Claim filed by Creditor or, if no Proof of Claim has been filed, to such other address or email address at which the notifying party may reasonably believe that such Creditor may be contacted;

(c) if to a Counterparty (other than a Creditor), to the address or email address at which the notifying party may reasonably believe that such Counterparty may be contracted; and

(d) if to the Trustee:

KPMG Inc.
#3100 – 205 5 Ave SW
Calgary, Alberta T2P 4B9
Attention: Neil A. Honess Ph.D, CIRP
Email: neilhoness@kpmg.ca

With a copy to:

Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta, Canada T2P 1N2
Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

or to such other address or email address as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by receipted email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by email or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

8.4 Severability

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

8.5 Capacity of the Trustee

KPMG Inc. is solely acting in its capacity as Trustee under the *BIA*, the Proposal Proceedings and this Proposal, and not in its personal or corporate capacity, and will not be responsible or liable for any Claims against or Liabilities of the Debtors.

8.6 Electronic Signatures

This Proposal may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission, and such execution, delivery and transmission will be a legally execution and delivery by the Debtors.

[the remainder of this page is intentionally blank]

DATED at the City of Calgary, in the Province of Alberta, this 13th day of January, 2023.

BR Capital Limited Partnership, by its general partner, **BR Capital Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

BR Capital Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Limited Partnership, by its general partner **ICE Health Systems GP Limited Partnership**, by its general partner **ICE Health Systems Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems GP Limited Partnership, by its general partner **ICE Health Systems Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International Limited Partnership, by its general partner **First Response International GP Limited Partnership**, by its general partner **First Response International Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International GP Limited Partnership, by its general partner **First Response International Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

Health Education Limited Partnership, by its general partner **Health Education GP Limited Partnership**, by its general partner **Help General Partner Inc**.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Help General Partner Inc.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Ltd.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

SESCI Health Services Inc.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Health Education GP Limited Partnership, by its general partner **Help General Partner Inc**.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Schedule “A”
First Amending Agreement

See attached.

BR CAPITAL LIMITED PARTNERSHIP

FIRST PARTNERSHIP AMENDING AGREEMENT

Made the 8th day of December, 2022

BETWEEN:

> **BR CAPITAL INC.**, a corporation created pursuant to the law of Alberta, as general partner
>
> and
>
> Each of the Limited Partners (as defined below)

CONTEXT:

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

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Amending Agreement**" means this amending agreement, as it may be amended, extended, renewed or restated by written agreement between the Parties.

(b) "**Parties**" means the General Partner and Limited Partners.

(c) "**Person**" will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, and a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind.

1.2 Certain Rules of Interpretation

(a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" or "includes" in this Amending Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.

(c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of this Amending Agreement or the Partnership Agreement.

(d) Unless otherwise specified, any reference in this Amending Agreement to any statute includes all regulations and ministerial orders made in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 **Governing Law**

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

1.4 **Entire Agreement**

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

ARTICLE 2
AMENDMENTS TO THE PARTNERSHIP AGREEMENT

2.1 **Amendments to the term "Agreement" and related terms**

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

2.2 **Amendments to Section 1.1**

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

"(j) "**Extraordinary Resolution**" means:

(i) a resolution passed by 90% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 90% of the issued and outstanding Units;

(z) "**Ordinary Resolution**" means:

(i) a resolution passed by a majority of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least a majority of the issued and outstanding Units;

(aa) "**Special Resolution**" means:

(i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 66 2/3% of the issued and outstanding Units;

2.3 **Amendment to Section 2.6**

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

> "The Partnership shall maintain its head office and mailing address, and the General Partner shall maintain its registered office and mailing address, at the address set out in Section 12.2(a). The General Partner may change the head office or any mailing address of the Partnership and the registered office or any mailing address of the General Partner from time to time, provided that the General Partner shall notify the Limited Partners of such change in writing within 30 days thereof."

2.4 **Amendment to Section 10.2**

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

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

2.5 **Amendment to Section 10.3**

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

> "Notice of any meeting will be given by the General Partner to each Limited Partner in accordance with Section 12.2 not less than 7 days and not more than 60 days prior to such meeting, and shall state:
>
> (a) the time, date and place of such meeting, or if such meeting is to take place by way of Zoom, Microsoft Teams, Webex or similar web based

electronic meeting system, the website address and login and password requirements to participate in such meeting; and

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

2.6 **Amendment to Section 10.6**

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

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

2.7 **Section 10.15**

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

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

2.8 **Amendment to Section 10.16(b)**

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

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

2.9 **Amendment to Section 10.17(b)**

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

"(b) which does not require a Special Resolution or an Extraordinary Resolution will, other than as otherwise provided in this Agreement, be decided by an Ordinary Resolution on a show of hands unless a poll is

required by the General Partner or demanded by a Limited Partner, in which case a poll will be taken;"

2.10 **Amendment to Section 12.2**

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

"(a) Notice to the General Partner:

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

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

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

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

(b) Notice to the Limited Partners:

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

ARTICLE 3
GENERAL

3.1 Partnership Agreement

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

3.2 Severability

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

3.3 Amendment and Waiver

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

3.4 Further Assurances

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

3.5 Electronic Signatures and Delivery

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BR CAPITAL INC., as General Partner
By:

_____
Name:
Title:

BR CAPITAL INC., as General Partner, for and on behalf of the Limited Partners
By:

_____
Name:
Title

Schedule “B”
Second Amending Agreement

See attached.

BR CAPITAL LIMITED PARTNERSHIP

SECOND PARTNERSHIP AMENDING AGREEMENT

Made the ● day of ●, 2023

BETWEEN:

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

and

Each of the Limited Partners (as defined below)

CONTEXT:

A. Under the limited partnership agreement dated February 28, 2006 (which, as amended December 7, 2022, is referred to herein as the "**Partnership Agreement**") between BR Capital Inc. as general partner (in such capacity, the "**General Partner**") and Peter Hoven and certain other Persons as limited partners (collectively, together with any Persons who subsequently became limited partners, the "**Limited Partners**"), the parties created a limited partnership carrying business under the name BR Capital Limited Partnership (the "**Partnership**"). The Partnership directly or indirectly owns all of the limited partnership units in three limited partnerships, and all of the shares in certain corporations (collectively, the "**Affiliates**"), which carry on the business of developing and licensing software systems to support dental practices and medical information systems (the "**Business**").

B. Under the Partnership Agreement, Taxable Income and Tax Losses for any Fiscal Year were allocated, and distributions of Taxable Income and Capital Distributions were made on the basis of the proportion of each Limited Partner's capital contributions to the aggregate of all capital contributions by Limited Partners (the "**Original Allocation Model**").

C. The Business has suffered significant cash flow and financial difficulties over a number of years and in particular since the beginning of the global COVID 19 pandemic, and as a result the indebtedness of the Partnership and its Affiliates exceeded the realizable value of their assets.

D. In order to resolve the financial difficulties of the Partnership and its Affiliates, the Partnership and the material Affiliates (collectively, the "**Proposal Parties**") filed notices of intention to file a proposal under the *Bankruptcy and Insolvency Act*, RSC 1985, c C-8, as amended (the "***BIA***"). Pursuant to a proposal of the Proposal Parties under the *BIA* (the "**Proposal**", and the proceedings commenced by the NOIs being the "**Proposal Proceedings**"), the majority of the indebtedness of the Proposal Parties was converted into newly issued Units and additional Units were issued to certain Persons providing funding in during the Proposal Proceedings (such indebtedness being the "**Converted Debt**", such conversion being the "**Conversion**", the issuance of new Units to such funders being the "**Proposal Funding Issuance**", the Units issued to the Persons under the Conversion and Proposal Funding Issuance being the "**New Units**", the Persons holding the New Units being the "**New Limited Partners**") and the Limited Partners immediately before the Conversion being the "**Pre-Conversion Limited Partners**"), whereby the New Limited Partners held 80% of the issued and outstanding Units in the Partnership and the Pre-Proposal Limited Partners held 20% of the issued and outstanding Units in the Partnership.

E. Because the Original Allocation Model would allocate significantly more Taxable Income, Tax Losses and capital contributions to the Pre-Conversion Limited Partners than to the New Limited Partners, notwithstanding that the Pre-Conversion Limited Partners only held 20% of the issued and outstanding Units in the Partnership, a Special Resolution was deemed to have been approved under the Proposal immediately following its Implementation (as such term is defined in the Proposal), under which the Partnership Agreement was amended by this Amending Agreement to replace the Original Allocation Model such that Taxable Income

and Tax Losses for any Fiscal Year were allocated, and distributions of Taxable Income and Capital Distributions were made, on the basis of the proportion of each Limited Partner's Units to all of the issued and outstanding Units.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Amending Agreement**" means this amending agreement, as it may be amended, extended, renewed or restated by written agreement between the Parties.

(b) "**Parties**" means the General Partner and Limited Partners.

(c) "**Person**" will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, and a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind.

1.2 Certain Rules of Interpretation

(a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" or "includes" in this Amending Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.

(c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of this Amending Agreement or the Partnership Agreement.

(d) Unless otherwise specified, any reference in this Amending Agreement to any statute includes all regulations and ministerial orders made in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 Governing Law

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

1.4 Entire Agreement

This Amending Agreement, together with the Partnership Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements,

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

ARTICLE 2
AMENDMENTS TO THE PARTNERSHIP AGREEMENT

2.1 Amendments to the term "Agreement" and related terms

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

2.2 Amendments to Section 1.1

(a) The following subsections containing new definitions are added to section 1.1 of the Partnership Agreement, and inserted in alphabetical order:

"(f.1) "**Capital**" means any money or other property, valued at fair market value, contributed by a Limited Partner to the Partnership;

(f.2) "**Capital Account**" means, with reference to a Limited Partner, the aggregate amount from time to time equal to the amount of Capital contributed by such Limited Partner to the Partnership, plus such Limited Partner's *Pro Rata* Share of any Net Income, less such Limited Partner's *Pro Rata* Share of any Net Loss, and less such Limited Partner's *Pro Rata* Share of any distributions of Net Income;

(z.1) "***Pro Rata* Share**" means, at any time, a Limited Partner's proportionate interest in the Partnership based on the proportion of such Limited Partner's Units to all issued and outstanding Units;"

(b) Subsections 1.1(g) (the definition of Capital Contribution), 1.1(m) (the definition of General Partner Incentive Allocation) and 1.1(v) (the definition of Management Fee) of the Partnership Agreement are deleted.

(c) Subsections 1.1(b) and 1.1(n) are amended as follows, whereby the underlined words are added and the crossed out words are deleted:

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

(n) "**Gross Revenue**" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital ~~Contribution~~ or other equity investment in the

Partnership and any debt financing secured by the Partnership in the ordinary course of business;"

2.3 **Amendment to Section 3.7**

Section 3.7 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

"~~In addition to the General Partner Incentive Allocation, the~~ 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."

2.4 **Amendment to Section 4.4**

Section 4.4 of the Partnership Agreement is amended as follows, whereby the crossed out words are deleted:

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

2.5 **Amendment to Subsection 6.7(b)**

Subsection 6.7(b) of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

"(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 Account ~~Contribution~~ and particulars of registration and assignment of Units;"

2.6 **Amendment to Subsection 6.15(d)(iv)**

Subsection 6.15(d)(iv) of the Partnership Agreement is amended as follows, whereby the crossed out words are deleted:

> "(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."

2.4 **Amendment to Section 7.1**

Subsection 7.1 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "7.1 **Capital ~~Contribution~~**
>
> The initial capital of the Partnership shall be the aggregate amount of the Capital ~~capital~~ contributed by the General Partner and the Initial Limited Partner. The initial Capital ~~Contribution~~ of the General Partner is $1.00. The initial Capital ~~Contribution~~ of the Initial Limited Partner is $10.00."

2.7 **Amendments to Subsections 7.4(a)(i)(B) and 7.4(a)(ii)**

Subsections 7.4(a)(i)(B) and 7.4(a)(ii) of the Partnership Agreement are amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "(i) (B) 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 each Limited Partner's *Pro Rata* Share ~~the Limited Partners' Capital Contribution, on a *pro rata* basis~~.
>
> (ii) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the *Pro Rata* Share of each Limited Partner. ~~the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis.~~"

2.8 **Amendment to Subsection 7.5(a)(v)(2)**

Subsection 7.5(a)(v)(2) of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "(2) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with each Limited Partner's *Pro Rata* Share ~~the Limited Partners' Capital Contribution, on a *pro rata* basis~~."

2.9 **Amendment to Section 7.7**

Section 7.7 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "A separate ~~capital account~~ Capital Account shall be established and maintained on the books of the Partnership for each Limited Partner."

2.10 **Amendment to Section 7.9**

Section 7.9 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "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."

2.11 **Amendment to Section 7.12**

Section 7.12 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

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

ARTICLE 3
GENERAL

3.1 **Partnership Agreement**

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

3.2 **Severability**

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

3.3 **Amendment and Waiver**

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

3.4 **Further Assurances**

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

3.5 **Electronic Signatures and Delivery**

This Amending Agreement and any counterpart of it may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or

other functionally equivalent electronic means of transmission, and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BR CAPITAL INC., as General Partner
By:

_____
Name:
Title:

BR CAPITAL INC., as General Partner,
for and on behalf of the Limited Partners
By:

_____
Name:
Title

Schedule “C”
BR GP 2023 Articles

See attached.

Articles Of Amalgamation

Business Corporations Act

1. **Name of Amalgamated Corporation**

BR CAPITAL (2023) INC.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Share Structure Schedule attached hereto.

3. **Restrictions on share transfers (if any):**

No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 15

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

No Restrictions.

6. **Other provisions (if any):**

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.

7.

Name of Amalgamating Corporations	**Corporate Access Number**
First Response International Inc.	2012279010
BR Capital Inc.	2011933401

Name of Person Authorizing *(please print)*

Signature

Title *(please print)*

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMALGAMATION

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
BR CAPITAL (2023) INC.	

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving BR Capital Inc., First Response International Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General Partner Inc. and SESCI Health Services Inc. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 193 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the amalgamation of BR Capital Inc. and First Response International Inc. to form BR Capital (2023) Inc.

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “D”
Bylaws of BR GP 2023

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

BR CAPITAL (2023) INC.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the Shareholders in accordance with the Act on _____, 2023.

[Placeholder for FRI Inc. Shareholders and BR GP Shareholders signature blocks]

Schedule “E”
ICE GP Corp. Articles

See attached.

BUSINESS CORPORATIONS ACT FORM 4

ALBERTA REGISTRIES **ARTICLES OF AMENDMENT**

1. **NAME OF CORPORATION**	2. **CORPORATE ACCESS NO.**
HELP GENERAL PARTNER INC.	2011383292

3. **THE ARTICLES OF THE ABOVE NAMED CORPORATION ARE AMENDED AS FOLLOWS:**

Pursuant to Section 192(2) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are hereby amended as follows:

(a) by changing the name of the Corporation from HELP GENERAL PARTNER INC. to:

ICE GP CORP.

(b) by replacing the rights, privileges, restrictions and conditions attached to the unlimited number of Common shares of the Corporation with the rights, privileges, restrictions and conditions as set out in the Share Structure Schedule attached hereto.

(c) by cancelling the unlimited number of Preferred Shares of the Corporation as there are no issued or outstanding shares of this class;

(d) by replacing the current schedule under the provision entitled "Share Transfers Restrictions" with the following wording:

"No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors."; and

(e) by replacing the current schedule under the provision entitled "Other Provisions" with the following wording:

"No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.".

DATE	**SIGNATURE**	**TITLE**
_____, 2023	_____	_____

FOR DEPARTMENTAL USE	FILED

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMENDMENT

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
HELP GENERAL PARTNER INC.	2011383292

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving Help General Partner Inc. and BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., First Response International Inc. and SESCI Health Services Inc. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 192 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the name change of Help General Partner Inc. to ICE GP Corp., along with the amendments as set out in the Articles of Amendment attached hereto as Schedule "C".

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “F”
Bylaws of ICE GP Corp.

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

ICE GP CORP.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the Shareholders in accordance with the Act on _____, 2023.

[Placeholder for ICE GP Corp. Shareholder signature blocks]

Schedule “G”
SESCI 2023 Articles

See attached.

Articles Of Amalgamation

Business Corporations Act

1. **Name of Amalgamated Corporation**

SESCI (2023) CORP.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Share Structure Schedule attached hereto.

3. **Restrictions on share transfers (if any):**

No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 15

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

No Restrictions.

6. **Other provisions (if any):**

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.

7.

Name of Amalgamating Corporations	**Corporate Access Number**
ICE Health Systems Inc.	2011246580
SESCI Health Services Inc.	2021039892

Name of Person Authorizing *(please print)*

Signature

Title *(please print)*

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMALGAMATION

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
SESCI (2023) CORP.	

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving SESCI Health Services Inc., ICE Health Systems Inc., First Response International Inc., Help General Partner Inc., BR Capital Inc. and ICE Health Systems Ltd. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 193 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the amalgamation of SESCI Health Services Inc. and ICE Health Systems Inc. to form SESCI (2023) Corp.

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “H”
Bylaws of SESCI 2023

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

SESCI (2023) CORP.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the sole Shareholder in accordance with the Act on _____, 2023.

ICE HEALTH SYSTEMS LTD.

_____
Authorized Signatory

Schedule "I"
Trustee Certificate (5.8(a))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(a))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(a))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited

Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "**Debtors**") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(a) of the Proposal that the conditions precedent set out in sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(iii) and 5.5.(a)(v) of the Proposal have been satisfied or waived.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

Schedule "J"
Trustee Certificate (5.8(b))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(b))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(b))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "Debtors") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General

Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(b) of the Proposal that the Implementation of the Proposal has been completed and the Debtors have complied with and satisfied the obligations under the Proposal that they were required to satisfy by and including the Implementation Date.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Schedule “K”
Trustee Certificate (5.8(c))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(c))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(c))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "Debtors") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General

Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(c) of the Proposal that the condition subsequent set out in section 5.7 of the Proposal has been satisfied.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

APPENDIX “B”

NOTICE OF CREDITORS MEETING

District of: Alberta
Division No. 02 - Calgary
Court No. 2201-11627
Estate No. 25-095315

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

In the matter of the proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

Take notice that BR Capital LP of the City of Calgary in the Province of Alberta has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to $250 or more are enclosed.

A general meeting of the creditors will be held on the 2nd day of February 2023 at 10:00 AM at 3100, 205 5 Avenue SW, Calgary, AB. Conference call #, 1-587-774-7319, ID 728 030 076#.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the City of Calgary in the Province of Alberta, this 18th day of January 2023.

KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

APPENDIX "C"

PROOF OF CLAIM FORM

KPMG Inc.
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014

District of:	Alberta
Division No.	02 - Calgary
Court No.	2201-11627
Estate No.	25-095315

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

_____

_____

In the matter of the proposal of BR Capital LP of the City of Calgary in the Province of Alberta and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 13th day of January 2023, and still is, indebted to the creditor in the sum of $_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF $_____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

☐ Regarding the amount of $ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of $_____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE $_____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF $_____

That in respect of this debt, I hold assets of the debtor valued at $_____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF $_____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of $_____

(Attach a copy of sales agreement and delivery receipts.)

District of Alberta
Division No. 02 - Calgary
Court No. 2201-11627
Estate No. 25-095315

FORM 31 --- Concluded

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

☐ E. CLAIM BY WAGE EARNER OF $_____

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of $_____,

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of $_____,

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF $_____

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of $_____,

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of $_____,

☐ G. CLAIM AGAINST DIRECTOR $_____

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM $_____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____(am/am not) (or the above-named creditor _____(is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____(have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

_____
Witness

_____
Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

► The signature of a witness is required;
► The claim must be signed personally by the individuals;
► If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
► Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

► Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

► State the date of bankruptcy, proposal or receivership and the amount of your claim;
► A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
► A statement of account is not complete if it begins with an amount brought forward;
► The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

► An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
► A secured creditor must check subparagraph C. You must insert the value at which you asses each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out "are" or "are not" as applicable to you. You would be considered a related person if:

► You are related to blood or marriage to the debtor;
► If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

► Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
► Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual's bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

► Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
► A creditor may vote either in person or by proxy;
► A debtor may not be appointed a proxy at any meeting of his creditors;
► The trustee may be appointed as a proxy to for any creditors;
► A corporation may vote by an authorized agent at the meeting of creditors;
► In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
► Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.

APPENDIX “D”

PROXY

District of: Alberta
Division No. 02 - Calgary
Court No. 2201-11627
Estate No. 25-095315

- FORM 36 -
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

I, _____, of _____, a creditor in the above matter, hereby appoint _____, of _____, to be my proxyholder in the above matter, except as to the receipt of dividends,_____(with or without) power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

_____
Witness

_____
Witness

_____
Individual Creditor

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9

APPENDIX “E”

VOTING LETTER

District of: Alberta
Division No. 02 - Calgary
Court No. 2201-11627
Estate No. 25-095315

- FORM 37 -

Voting Letter
(Paragraph 51(1)(f) of the Act)

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

I, _____, creditor (or I, _____, representative of _____, creditor), of _____, a creditor in the above matter for the sum of $ _____ , hereby request the trustee acting with respect to the proposal of BR Capital LP, to record my vote _____ (for or against) the acceptance of the proposal as made on the 13th day of January 2023.

Dated at _____, this _____ day of _____ _____.

_____
Individual Creditor

_____
Witness

_____
Name of Corporate Creditor

_____
Witness

Per _____
Name and Title of Signing Officer

Return To:
KPMG Inc. - Licensed Insolvency Trustee
Per:

_____
Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9

APPENDIX "F"

COMPANIES' INFORMATION MEMORANDUM

INFORMATION MEMORANDUM

Proposal under the *Bankruptcy and Insolvency Act* (Canada) and Plan of Arrangement the *Business Corporations Act* (Alberta)

BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, HELP General Partner Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., ICE Health Systems Ltd. and SESCI Health Services Inc.

1. Introduction

This Information Memorandum has been prepared by the management of BR Capital Limited Partnership ("**BR LP**") and describes the joint proposal dated January 13, 2023 (the "**Proposal**") of BR LP, its subsidiary limited partnerships and corporations, and their respective general partners (collectively, "**BR Capital**", and individually, a "**BR Company**") under the *Bankruptcy and Insolvency Act* (the "***BIA***") and the *Business Corporations Act* (the "***ABCA***").

Management of BR Capital has prepared this Information Memorandum in order to provide creditors of BR Capital and limited partners of BR LP with the background of and information with respect to the Proposal. This Information Memorandum is not and should not be interpreted as legal or business advice and individual creditors and limited partners should seek advice with respect to the Proposal from their own business and professional advisors.

The Proposal provides for the conversion of BR Capital's indebtedness to its noteholders and other ordinary unsecured creditors into limited partnership units in BR LP and the payment of claims of the Canada Revenue Agency (the "**CRA**") and employees that the law requires to be paid in cash.

The Proposal also simplifies BR Capital's organizational structure by rolling the business of First Response International Limited Partnership ("**FRI LP**") and Health Education Limited Partnership ("**HE LP**") into ICE Health Systems Limited Partnership ("**ICE LP**") and winding-up BR Companies which will be no longer necessary. **Schedule "A"** sets out the current organization structure of BR Capital and **Schedule "B"** sets out the organization structure once the Proposal is implemented.

2. Background

2.1 The Business

BR Capital developed cloud-based software systems that permit the collection, organization, management and storage of data, information and records of dental, medical and educational clinics and institutions and permits such data, information and records to be shared on a real-time basis by licensees, medical professionals and their patients and clients (the "**Software**"). The business has three divisions which are each pursued under separate subsidiary BR Companies:

(a) under ICE LP, Software is licensed to dental and medical clinics in Canada, the United States and other parts of the world;

(b) under FRI LP, Software is licensed to governmental organizations which provides educational materials to emergency service professionals in Canada; and

(c) under HE LP, Software is licensed to urologists and governmental agencies to provide education and information to patients and the public with respect to urological issues and procedures available for treatment.

2.2 Background to Financial Difficulties

The costs incurred over a number of years to develop, market and operationalize the Software, market disruptions caused by a change in the federal government of Mexico, and the disruptions caused by the global COVID-19 pandemic resulted in BR Capital suffering a prolonged and severe liquidity crisis, leaving it with insufficient capital or assets to repay its debts. Since the start of the pandemic, the directors of BR Capital Inc. ("**BR GP**"), the general partner of BR LP, in consultation with key stakeholders, pursued a number of options for resolving BR Capital's financial crisis, including expanding BR Capital's customer base, attracting new investment and asset dispositions. These efforts were unsuccessful:

(a) the lack of working capital prevented BR Capital from expanding its customer base because the Software had to be adapted to the needs of each new customer, which required significant programing time; and

(b) potential purchasers or investors were unwilling to purchase assets or invest in BR Capital because of its debt levels.

2.3 Capital Structure and Indebtedness of BR Capital

BR LP has 240 limited partners who over time purchased 5,370 limited partnership units for an aggregate subscription price of $31,486,656.

BR Capital's debts consist of the following:

(a) BR LP is indebted to 40 unsecured noteholders (the "**Noteholders**") who were owed an aggregate of $9,513,052.24 as of the Filing Date;

(b) BR Capital owes its Chief Executive Officer and Chief Financial Officer (the "**Executives**") $1,450,179 for unpaid compensation, together with accrued and unpaid interest of $441,006, for a total of $1,891,185 (the "**Unpaid Executive Compensation**");

(c) BR LP, ICE LP, FRI LP, ICE Health Systems Ltd. ("**ICE Ltd**."), SESCI Health Services Inc. ("**SESCI**") and ICE Health Systems Inc. ("**ICE AB Inc**.") owe other unsecured creditors (the "**Trade Creditors**") approximately $270,000 as of the Filing Date;

(d) SESCI owes approximately $179,000 to the CRA for employee withholding taxes, employment insurance premiums and *Canada Pension Plan* contributions, which amounts are deemed to be held in trust in favour of the Crown in right of Canada ("**Priority Governmental Claims**"), and have priority under the *BIA* and *Income Tax Act* (Canada);

(e) SESCI owes approximately $113,100 to current and former employees (collectively, the "**Employees**") for wages, vacation pay and severance, of which approximately $80,500 are priority claims under section 60(1.3) of the *BIA* or the *Employment Standards Code* (Alberta) ("**Priority Employee Claims**"), and approximately $32,500 are unsecured claims (the "**Employee Unsecured Claims**").

3. <u>The Proposal</u>

3.1 Commencement of Proposal Proceedings

Following consultation with BR Capital's professional advisors and key stakeholders, the directors concluded that BR Capital could only address its liquidity shortfall and debt levels through proposal proceedings (the "**Proposal Proceedings**") under the *BIA*. Therefore, on September 15 and 16, 2022

(the "**Filing Date**"), each of the BR Companies filed notices of intention to make a proposal under the *BIA* and KPMG Inc. was appointed as their proposal trustee (the "**Trustee**").

On October 14, 2022, the Court of King's Bench of Alberta (the "**Court**") granted an Order which:

(i) consolidated the individual proposal proceedings of the BR Companies into one proceeding;

(ii) extended the stay of proceedings and time within which BR Capital was required to file a proposal to November 29, 2022;

(iii) approved an interim financing by a syndicate of nine limited partners in BR LP (the "**Interim Lenders**"), which was to finance working capital requirements and restructuring costs during the Proposal Proceedings (the "**Interim Financing**"); and

(iv) created charges to secure (1) the professional fees and costs of the Trustee, the Trustee's counsel and BR Capital's counsel ("**Restructuring Costs**"); (2) advances under the Interim Financing; and (3) liabilities incurred by directors and officers of BR Capital which arise during the Proposal Proceedings.

The stay of proceedings was further extended to January 13, 2023 by an Order of the Honourable Justice Dunlop issued on November 25, 2022.

3.2 Highlights of the Proposal

On January 13, 2023, the Trustee filed the Proposal with the Superintendent of Bankruptcy (the federal regulator under the *BIA*) and has called a meeting of creditors affected by the Proposal. A copy of the Proposal is attached to this Information Memorandum as **Schedule "C"**. The key features of the Proposal are as follows:

- claims of ordinary unsecured creditors will be converted into limited partnership units in BR LP;
- governmental and employee claims that have priority under the law, and must be paid as a condition of the approval of the Proposal, will be paid in cash;
- Restructuring Costs will be paid in cash;
- cash payments will be funded under the Interim Financing; and
- the organization structure of BR Capital will be simplified.

Since the Filing Date, the Interim Lenders have advanced $430,010 under the Interim Financing to fund operations and restructuring and implementation costs, which amounts bear interest at 9% per annum. BR Capital is seeking commitments by the Interim Lenders to make additional advances in order to fund the payment of the priority claims and Restructuring Costs. Court approval will be required for these additional advances.

If the Proposal is <u>approved</u> and implemented, the directors of BR GP believe that BR Capital should be able to raise new working capital and pursue opportunities that will build on its current customer base. These opportunities include the following:

(a) BR Capital has for years licensed the Software to the emergency services division of a provincial health service (the "**EMS**"). The Software manages its Learning Management

System for training approximately 6,800 EMS officers, providing a comprehensive online cloud-based real time education program throughout the province. BR Capital has recently renewed the license for four more years, which will provide revenue in excess of $250,000 per annum. The directors of BR GP believe that the scope of this relationship has potential for growth and that other government health services with similar needs are potential customers to license the Software.

(b) BR Capital licenses the Software to the dentistry faculty of an American university to provide an online cloud-based dentistry practice management system. BR Capital's Software allows faculty members to, in real time, monitor 4th year dental students providing dental care and treatments in clinics run by the faculty in under-served communities in and around Los Angeles. This allows them to ensure the quality of treatment provided by these clinics. The practice management system has been widely acknowledged by other dental schools and multi-office practices as providing an innovative way for both the educational and multi-office private clinics to expand revenues and more effectively recruit and retain professional staff. Recruitment and retention is especially important as it has been one of their greatest challenges.

(c) BR Capital has recently started to work with the largest multi-office dental group in the United States to provide the dentistry practice management system to other universities to support community dental clinic programs.

(d) BR Capital is in discussions with other dentistry schools and multi-office private dentistry clinics which the directors believe will result in new licenses over the course of 2023. The Association of Dental Services Organization (ADSO) has advised BR Capital that it will launch a pilot project in 2023 utilizing the Software and intends to proceed with financial negotiations. The pilot project will include four multi-office groups and five offices from each group. ADSO is an organization of 80 multi-office groups and therefore, if the project is a success, there will be opportunities for substantial growth for BR Capital. Also, because of the flexibility of the Software, the directors believe that they will be able to license other applications of the practice management system to both current and new customers.

(e) The Software has been licensed to the Rotary Club of Calgary Muzaffarnagar Mid-Town, which principally operates in Muzaffarnagar, UP, India within the town of Sarurpur. Like many other regions of India and other countries, this region lacks sufficient fully trained medical professionals and an organized medical record system and many of the inhabitants lack the means to travel to urban centers for medical care. The licensing of the Software was approved by Rotary International and enables a group of medical doctors in Calgary to give medical practitioners in Sarurpur provide real time assistance in treating their patients. The use of our telehealth function, low bandwidth requirements and records system enable physicians to provide initial and ongoing care for each patient. This project is unique and enables BR Capital to demonstrate value to potential customers to expand their revenues through BR Capital's flexible and fully integrated Software.

3.3 **Approval of the Proposal**

The Proposal must be accepted by the requisite majority of the Affected Unsecured Creditors at a meeting called by the Trustee. Under section 54(2) of the *BIA*, the requisite majority of Affected Unsecured Creditors required to accept the Proposal is a majority in number and two thirds in value of the Affected Unsecured Creditors who are present, personally or by proxy, at the meeting of creditors.

If the requisite majority of Affected Unsecured Creditors vote to accept the Proposal, the Trustee and BR Capital will jointly apply to the Court for an Order approving the Proposal and effecting the restructuring steps contemplated by the Proposal. Generally, the Court will approve a proposal accepted by the Affected Unsecured Creditors unless the provisions of the *BIA* have not been complied with or it determines that the terms of the Proposal are not reasonable or calculated to benefit the general body of creditors.

If the Proposal is accepted by the Affected Unsecured Creditors and approved by the Court, so long as the conditions described below are satisfied, the Proposal will be binding on all affected creditors. If it is not accepted by the Affected Unsecured Creditors or approved by the Court, the BR Companies will be deemed to be bankrupt, the Trustee will become the Bankruptcy Trustee, and the Bankruptcy Trustee will liquidate BR Capital's assets.

If the Proposal is <u>not approved</u> by the creditors or the Court, each of the BR Companies will be deemed to be bankrupt and the Trustee will become their trustee in bankruptcy (the "**Bankruptcy Trustee**"). While we cannot predict what steps the Bankruptcy Trustee would take, unless the Bankruptcy Trustee were to secure operating funding, it would likely cease operating BR Capital's business. In such circumstances, even if the Bankruptcy Trustee was able to sell the Software and their licenses, any recovery for BR Capital's stakeholders, including its creditors, customers, limited partners and employees, would likely be very limited.

3.4 Summary of the Proposal

The Proposal provides for the following:

(a) Because the *BIA* requires that Priority Governmental Claims and Priority Employee Claims (collectively, "**Priority Claims**") be paid under the Proposal in cash as a condition to Court approval, the payment of both Priority Claims and Restructuring Costs will be funded by advances under the Implementation.

(b) The claims of the Noteholders, Trade Creditors and Employees (with respect to Employee Unsecured Claims) (collectively, "**Affected Unsecured Claims**") will be converted into limited partnership units in BR LP in two tranches, consisting of the interest and principal components of such claims.

(c) All amounts outstanding under the Interim Financing, including those amounts advanced to pay the Priority Claims and Restructuring Costs, will also be converted into limited partnership units in BR LP.

(d) Immediately following implementation, the limited partnership units in BR LP will be allocated as follows:

    (i) the Interim Lenders will hold 25% of the units;

    (ii) the Affected Unsecured Creditors will hold 60% of the units; and

    (iii) the current limited partners will hold 15% of the units.

(e) BR Capital's structure will be reorganized and simplified:

    (i) FRI LP, First Response International GP Limited Partnership, HE LP and Health Education GP Limited Partnership will be wound up and their Software and contracts will be transferred to BR LP and BR GP, which will in turn contribute the Software to ICE LP and the contracts to ICE Ltd.;

(ii) BR GP and First Response International Inc. will be amalgamated to form BR Capital (2023) Inc., which will continue to be the general partner of BR LP;

(iii) ICE AB Inc. and SESCI will be amalgamated to form SESCI (2023) Corp., which will be a wholly owned subsidiary of ICE Ltd.;

(iv) HELP General Partner Inc. will be reorganized as wholly owned subsidiary of BR Capital (2023) Inc., which will act as the general partner of ICE LP; and

(v) limited partnership units held or to be held by "non-residents" of Canada for the purposes of the *Income Tax Act* (Canada) (the "***Tax Act***") will be transferred to a newly incorporated Alberta unlimited liability corporation (the "**ULC**") in exchange for shares in the ULC.

(f) The Trustee will make all distributions of cash, limited partnership units and ULC shares under the Proposal once the Proposal is implemented and the Second Partnership Amending Agreement (described below) is approved.

(g) Once the Proposal is implemented, ICE LP will own all of the Software. The Software will continue to be sublicensed to customers in the United States through its Nevada subsidiary, ICE Health Systems Inc., and in Canada it will be sublicensed through ICE Ltd.

(h) Under amendments to the Executive employment agreements (the "**Amended Executive Employment Agreements**"), Unpaid Executive Compensation will only be paid if in the future BR Capital achieves certain financial results based on the future net income or value achieved in any sale involving all or substantially all of BR Capital's business or equity. Effectively, the potential recovery by the Executives of the Unpaid Executive Compensation is based upon the limited partnership units distributed in respect of Affected Unsecured Claims having a similar value.

The implementation of the Proposal is subject to certain conditions being satisfied, including:

(a) the acceptance of the Proposal by the requisite majority of the Affected Unsecured Creditors;

(b) the approval of the Proposal by the Court;

(c) the cash required to pay the Priority Claims and Restructuring Costs must be delivered to the Trustee;

(d) the limited partnership unit certificates and ULC share certificates to be distributed by the Trustee must be delivered to the Trustee;

(e) the first amendment (the "**First Amendment**") to BR LP's limited partnership agreement dated February 28, 2006 (the "**Partnership Agreement**") must have been approved by the limited partners (the First Amendment was approved on December 7, 2022, and accordingly this condition has already been satisfied); and

(f) the Trustee must have consented to the Amended Executive Employment Agreements.

The conditions must be satisfied and the implementation of the Proposal completed by March 31, 2023. There is also a "condition subsequent", which requires that a second partnership amendment (the "**Second Amendment**") be approved by the pre- and post-conversion limited partners by no later than 15 days following implementation.

Note that the Trustee will only start making the distributions once the Proposal has been implemented and the Second Amendment has been approved. If either of these steps are not accomplished, the Proposal will be terminated.

3.5 Amendments to the Partnership Agreement

On December 7, 2022, at a Special Meeting of limited partners of BR LP, 95% of those voting in person or by proxy voted in favour of a Special Resolution approving the First Amendment. The First Amendment:

(a) streamlines the process for calling and holding meetings of limited partners and approving resolutions;

(b) permits limited partners to participate in partnership meetings through web based internet systems such as Zoom, Microsoft Teams or Webex;

(c) applies the thresholds for in person approvals of Extraordinary Resolutions (90%), Special Resolutions (66⅔%) and Ordinary Resolutions (50%) to written or electronic resolutions;[1] and

(d) permits notices to be sent by email or other electronic media and reduces notice periods from 21 days to 7 days, consistent with recent changes to the *ABCA* for corporate meetings.

The Second Amendment will ensure that BR LP's allocation of income, losses and capital distributions is based on the proportion of limited partnership units held by each limited partner as compared to all issued and outstanding limited partnership units, which is generally the market standard amongst limited partnerships.

4. Certain Tax Implications

4.1 Cautionary Notes

The following is a summary of certain Canadian federal income tax considerations relating to the Proposal that creditors and limited partners should discuss with their tax advisors. The summary is only a general discussion and is neither exhaustive of all relevant Canadian federal income tax considerations, nor does it address the specific effect on the tax position of individual creditors BR Capital and limited partners of BR LP. Moreover, this summary does not include a discussion of the income tax considerations applicable to BR Capital, except as described below. **This summary is not, and should not be construed as, legal, business or tax advice to any particular creditor or limited partner LP and no representation with respect to the tax consequences to any particular creditor or limited partner is made. Accordingly, creditors and limited partners should consult their own tax advisors regarding the Canadian federal income tax consequences of the Proposal applicable to their particular circumstances, and any other consequences to them of the Proposal under Canadian federal, provincial, local or foreign tax laws.**

We note that the rules under the *Tax Act* relating to the conversion of debt of a limited partnership into limited partnership units are less clearly defined than those relating to the conversion of corporate debt to shares in a corporation. While the CRA has expressed certain views in various technical interpretations with respect to transactions that are similar to those anticipated to be carried out under

[1] Previously, written resolutions had to be signed by 100% of the limited partners.

the Proposal, such views are not binding on the CRA, and there can be no certainty that the CRA will take the same view with respect to the transactions to be undertaken under the Proposal.

4.2 Value of Limited Partnership Units

As discussed above, the Proposal effects the conversion of approximately $9,783,000 of debt owed to affected unsecured creditors (the aggregate amount owed to all affected creditors being the "**Aggregate Converted Debt**", and the Aggregate Converted Debt owed to a particular creditor being the "**Applicable Converted Debt**") into limited partnership units in BR LP.

It is management's view, relying upon a third party valuation that it obtained, that because BR Capital's indebtedness exceeds the fair market value of its assets, the limited partnership units in BR LP currently have no value. Once the Affected Unsecured Claims and indebtedness under the Interim Financing are converted into limited partnership units, BR Capital will have no indebtedness and therefore its limited partnership units will have a positive value. However, that value is dependent upon the value of the Software and licenses, and given the current reduced level of operations, that value is depressed. Therefore, even once the Proposal is implemented, the actual value of the limited partnership units will be uncertain, and the value of the limited partnership units (the "**LP Unit Value**") issued to creditors pursuant to the conversion may be less than the amount of their Applicable Converted Debt (the amount by which the Applicable Converted Debt exceeds the LP Unit Value being the "**Debt/Value Differential**").

4.3 Treatment of Affected Creditors and Interim Lenders

The treatment of the Debt/Value Differential for income tax purposes will differ depending on whether the creditor is a limited partner of BR LP at the time of the conversion of the Applicable Converted Debt (an "**LP Creditor**") or is not a limited partner of BR LP at the time of the conversion of the Applicable Converted Debt (a "**Non-LP Creditor**").

(a) ***LP Creditors***

In the case of an **LP Creditor**, the amount of any Debt/Value Differential resulting from the conversion of the Applicable Converted Debt into limited partnership units of BR LP should be treated as a contribution of capital to BR LP by the LP Creditor. As a result, an amount equal to the Debt/Value Differential should be added to the LP Creditor's adjusted cost base ("**ACB**") in their units in BR LP, except to the extent that the LP Creditor's contribution can reasonably be regarded as a benefit conferred on any partner of BR LP that is related to such LP Creditor.

The income tax consequences to a LP Creditor of any accrued but unpaid interest included in their Applicable Converted Debt will depend on their own particular circumstances, including whether the LP Creditor has any prior year losses and loss allocations from BR LP available for use in the year such interest is converted to limited partnership units in BR LP.

(b) ***Non-LP Creditors***

In the case of a **Non-LP Creditor**, the amount of any Debt/Value Differential resulting from the conversion of the Applicable Converted Debt should be considered to be a "forgiven amount", as such term is defined in the *Tax Act*, to BR LP. Non-LP Creditors should have nominal ACB in their limited partnership units received on the conversion of their Applicable Converted Debt.

4.4 Forgiven Amounts

To the extent that the conversion of an Applicable Converted Debt into limited partnership units of BR LP results in a forgiven amount to BR LP, BR LP's non-capital losses, if any, will be reduced and if any

forgiven amount remains after BR LP's non-capital losses are exhausted, BR LP's capital losses, if any, will be reduced.

To the extent that any forgiven amount remains following the reduction of BR LP's non-capital and capital loss balances, BR LP may elect to reduce, to the extent applicable, and in any order, its:

(i) any capital cost and undepreciated capital cost of depreciable property;

(ii) any resource expenditures;

(iii) any ACB of capital properties (other than shares or debts of corporations in which BR LP is a specified shareholder[2], or interests in partnerships related to BR LP);

(iv) any ACB of certain shares and debts (including shares and debts of corporations in which BR LP is a specified shareholder); and

(v) any ACB of certain shares, debts and partnership interests (including interests in partnerships related to BR LP).

If any forgiven amount still remains after the above tax balances have been exhausted, the amount will be included in BR LP's income under subsection 80(13) of the *Tax Act* and will be allocated to its partners in accordance with the allocations provided for under the BR LP limited partnership agreement.

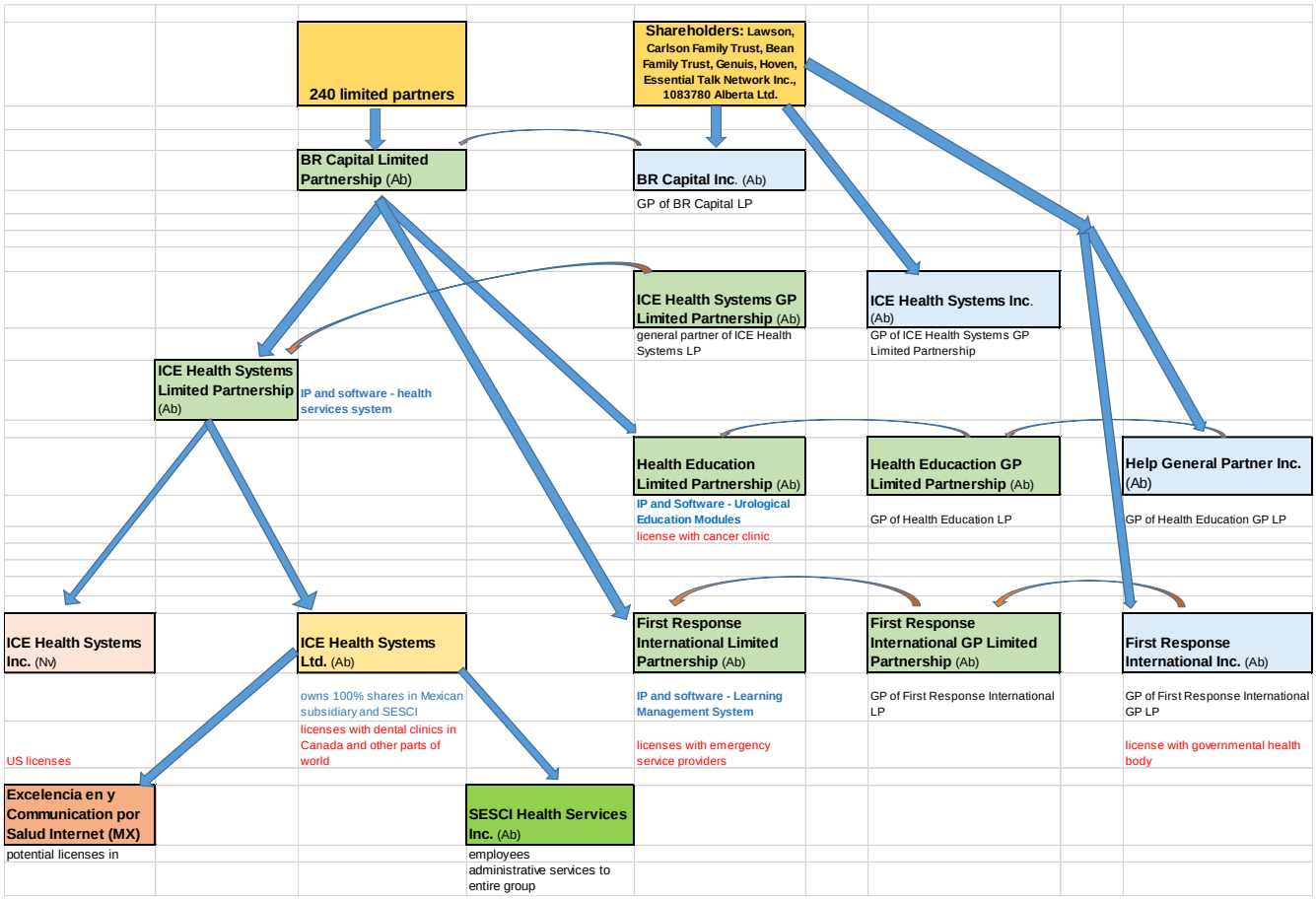
Limited partners of BR LP may decide to either include their income allocation from BR LP in their income or to treat, pursuant to subsection 80(15) of the *Tax Act*, their share of the income inclusion as if it was their own forgiven amount, provided that BR LP designated the maximum amounts with respect to the tax balances described above. If a limited partner decides to proceed under subsection 80(15) of the *Tax Act*, then that partner's own tax balances will be reduced in accordance with the order set out above, starting first with such limited partner's non-capital losses and then their capital losses. If the limited partner does not have sufficient tax account balances to offset the forgiven amount, one-half of the remaining balance is included in the limited partner's income under subsection 80(13) of the *Tax Act*.

4.5 **Non-residents and the ULC**

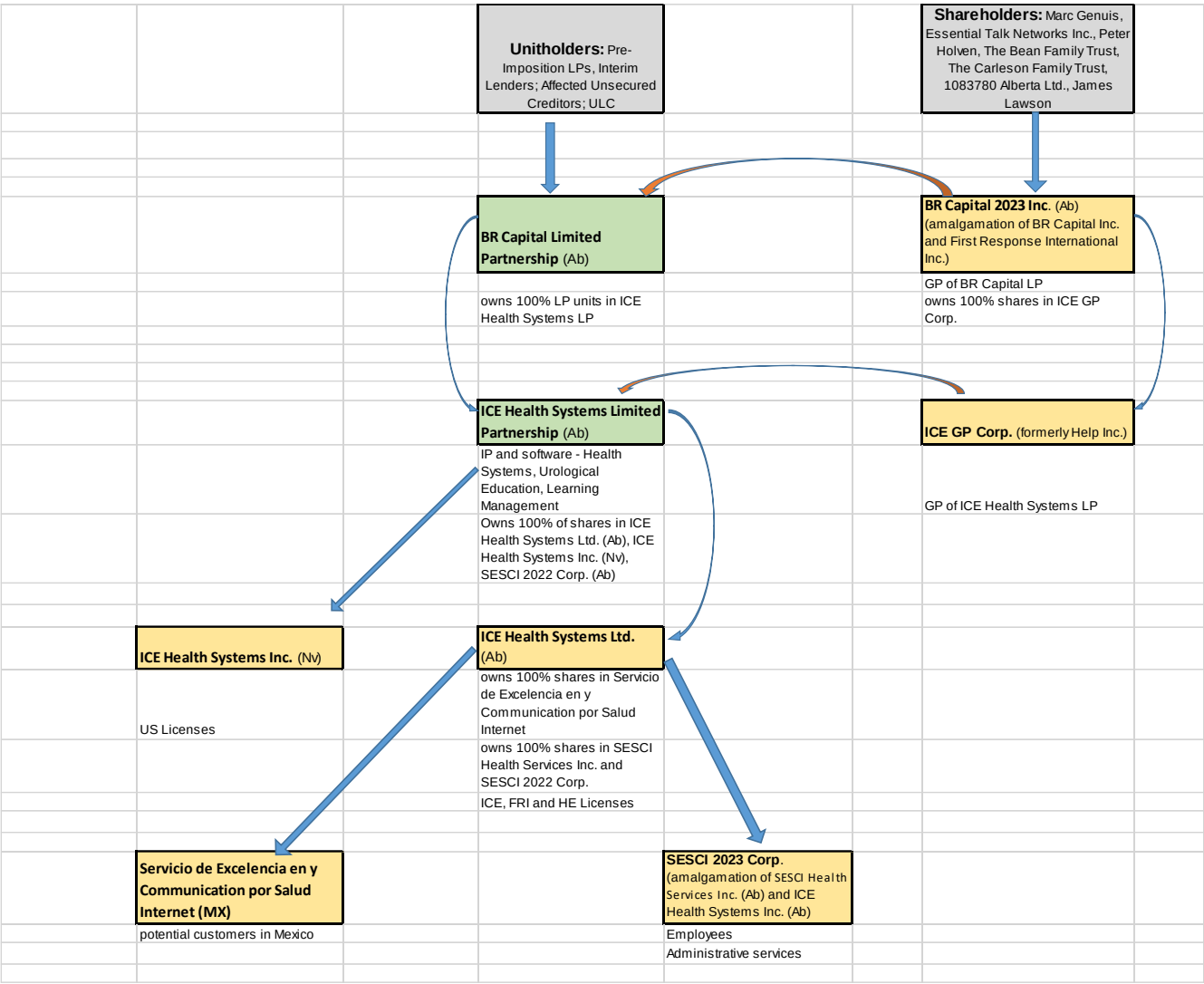
Finally, as discussed above, a ULC is being incorporated under the *ABCA* and will hold any limited partnership units that are either currently held by "non-residents" of Canada for the purposes of the *Tax Act*, or which are issued to creditors who are non-residents. The reason for this is that BR LP will not be a "Canadian partnership" for the purposes of the *Tax Act* if any of its partners are "non-residents" of Canada. Therefore, under the Proposal, the limited partnership units of any limited partner who is a non-resident, including non-resident creditors who receive their BR LP limited partnership units on the conversion of their Applicable Converted Debt, will be transferred to the ULC in exchange for shares of ULC. As a result, ULC will hold all BR LP limited partnership units that would otherwise be held directly by such non-residents, and the non-residents will be shareholders of that ULC.

[2] The term "specified shareholder" generally means a shareholder of a corporation who owns, directly or indirectly, together with any persons with whom the shareholder does not deal at arm's length, 10% or more of the issued and outstanding shares of any class of the corporation or any other corporation that is related to the corporation.

Schedule "A"
Pre-Proposal Organization Chart



Schedule "B"
Post Proposal Organization Chart



Schedule “C”
Proposal

See the attached.

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA (IN BANKRUPTCY & INSOLVENCY)
JUDICIAL CENTRE	CALGARY

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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.

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

DOCUMENT	**PROPOSAL**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Gowling WLG (Canada) LLP** 1600, 421 – 7th Avenue SW Calgary, AB T2P 4K9 Attn: **Tom Cumming / Stephen Kroeger** Phone: 403.298.1938 / 403.298.1018 Fax: 403.263.9193 File No.: A167833

Proposal under Part III of the
***Bankruptcy and Insolvency Act* and Plan of Arrangement**
under section 193 of the *Business Corporations Act*

CONTEXT:

A. BR Capital Limited Partnership ("**BR LP**") is an Alberta limited partnership, of which the general partner is BR Capital Inc. ("**BR GP**"), an Alberta corporation. There are currently 240 BR Limited Partners who hold an aggregate of 5,370 BR LP Units.

B. BR LP is the sole limited partner of ICE Health Systems Limited Partnership ("**ICE LP**"), Health Education Limited Partnership ("**HE LP**") and First Response International Limited Partnership ("**FRI LP**"), each of which are Alberta limited partnerships.

C. The general partner of ICE LP is ICE Health Systems GP Limited Partnership ("**ICE GP LP**"), an Alberta limited partnership, and the general partner of ICE GP LP is ICE Health Systems Inc. ("**ICE AB Inc**."), an Alberta corporation.

D. ICE LP owns all of the shares in ICE Health Systems Inc. ("**ICE NV**"), a Nevada corporation, and ICE Health Systems Ltd. ("**ICE Ltd.**"), an Alberta corporation. ICE Ltd. owns all of the shares in Servicio de Excelencia en y Communication por Salud Internet ("**SHS MX**"), a Mexico corporation, and SESCI Health Services Inc. ("**SESCI**"), an Alberta corporation.

E. The general partner of FRI LP is First Response International GP Limited Partnership ("**FRI GP LP**"), an Alberta limited partnership, and the general partner of FRI GP LP is First Response International Inc. ("**FRI Inc**."), an Alberta corporation.

F. The general partner of HE LP is Health Education GP Limited Partnership ("**HE GP LP**"), an Alberta limited partnership, and the general partner of HE GP LP is Help General Partner Inc. ("**HE Inc**."), an Alberta corporation.

G. ICE LP, HE LP and FRI LP have developed and own cloud-based software that permits the collection, organization, management and storage of data, information and records of dental, medical and educational clinics and institutions and permits such data, information and records to be shared on a real-time basis by licensees, medical professionals and their patients and clients (collectively, the "**Software**"). ICE LP, through ICE NV and ICE Ltd., licences the Software to dental and medical clinics in Canada, the United States and other parts of the world, FRI LP licenses the Software to governmental organizations providing education to emergency service professionals in Canada, and HE LP has licensed the educational component of the Software to a cancer clinic in Alberta and British Columbia.

H. The development of the Software was financed through the issuance of BR LP Units and the issuance by BR LP of unsecured promissory notes to approximately 40 Persons in the aggregate principal amount of $6,723,921.

I. The BR Group has experienced a prolonged and severe liquidity crisis as a result of the market disruptions caused by the global COVID-19 pandemic and as a result the BR Group has been unable to repay their debts and liabilities as they become due and have not had sufficient working capital to develop the Business.

J. In order to preserve the Business and restore the economic viability of the BR Group, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc., HE LP, HE GP LP, HE Inc., FRI LP, FRI GP LP, FRI Inc., ICE Ltd. and SESCI (collectively, the "**Debtors**") have filed notices of intention to make a proposal with the

Official Receiver under section 50.4 the *BIA* (collectively, the "**NOIs**") naming KPMG LLP, Licensed Insolvency Trustee, as Trustee in the Proposal Proceedings. ICE NV and SHS MX did not file NOIs.

K. 2443970 Alberta Inc. ("**244**") as administrative agent for and on behalf of a group of lenders (244, in such capacity, the "**Interim Agent**", and such lenders, together with the Interim Agent, the "**Interim Lenders**") issued to the Debtors a letter loan agreement dated July 26, 2022 (the "**Interim Financing Agreement**") under which a secured, non-revolving interim credit facility was created to finance the working capital requirements and the costs of the Debtors during the Proposal Proceedings.

L. The Debtors have prepared this Proposal to the Affected Creditors in order to preserve the Business and maximize the recovery of the Affected Creditors through a conversion of their Affected Claims to BR LP Units and simplify the partnership and corporate structure of the BR Group, all on the terms and subject to the conditions set out in this Proposal.

NOW THEREFORE, the Debtors hereby propose and submit this Proposal under Part III of the *BIA* and section 193 of the *ABCA*:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Proposal, in addition to terms defined elsewhere in this Proposal, the following terms have the following meanings:

(a) "***ABCA***" means the *Business Corporations Act*, RSA 2000, c B-9, as amended.

(b) "**Administration Costs**" means all proper fees, expenses and disbursements of the Trustee and of legal counsel for the Trustee and the Debtors in connection with the Proposal Proceedings, including the preparation therefor, the negotiation, preparation and dissemination of this Proposal and its supporting materials, the determination of Claims under the *BIA*, the Creditors' Meeting, the Approval Orders, the Implementation of the Proposal and all other actions or steps taken in the Proposal Proceedings.

(c) "**Affected Claim**" means any Affected Unsecured Claim or Preferred Claim.

(d) "**Affected Claim Pool Unit**" and "**Affected Claim Pool Units**" are defined in Section 4.1(a)(i)(A).

(e) "**Affected Creditor**" means any Creditor having an Affected Claim.

(f) "**Affected Unsecured Claim**" means any Claim arising prior to the Filing Date other than a Preferred Claim, a Priority Employee Claim, a Priority Governmental Claim, a Secured Claim or an Unaffected Claim.

(g) "**Affected Unsecured Creditor**" means any Creditor having an Affected Unsecured Claim.

(h) "**Affiliate Share**" means any common share issued by BR GP, ICE AB Inc., FRI Inc. or HE Inc.

(i) "**Affiliate Shareholder**" means any holder of any Affiliate Share.

(j) "**Approval Orders**" is defined in Section 5.4.

(k) "***BIA***" means the *Bankruptcy and Insolvency Act*, RSC 1985, c C-8, as amended.

(l) "***BIA* Charges**" means the Administration Charge, the Interim Lenders' Charge and the D&O Charge granted in an Order of the Honourable Justice C. Dario pronounced on October 14, 2022, as such charges may be amended from time-to-time.

(m) "**BR GP**" is defined in Context paragraph A.

(n) "**BR GP 2023**" is defined in Section 4.3(f)(i)(A).

(o) "**BR GP 2023 Amalgamation**" is defined in Section 4.3(f)(i).

(p) "**BR GP 2023 Articles**" is defined in Section 4.3(f)(i)(E).

(q) "**BR Group**" means, collectively, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc., FRI GP LP, FRI Inc., FRI LP, HE GP LP, HE LP, HE Inc., ICE Ltd., SESCI, ICE NV and SHS MX, and "**BR Entity**" means any one of them.

(r) "**BR Limited Partners**" means the holders of issued and outstanding BR LP Units up to Implementation, and upon Implementation, such pre-Implementation BR Limited Partners together with those Persons issued BR LP Units under this Proposal.

(s) "**BR LP**" is defined in Context paragraph A.

(t) "**BR LP Contribution**" is defined in Section 4.3(h).

(u) "**BR Limited Partnership Agreement**" means the limited partnership agreement dated February 28, 2006 between BR GP and Peter Hoven, as initial limited partner, as amended from time to time.

(v) "**BR LP Unit**" means a LP Unit in BR LP.

(w) "**BR LP Unit Certificate**" means a certificate representing a BR LP Unit.

(x) "**Business**" means the business and activities of certain BR Group entities developing the Software and related Intellectual Property and licensing it to Customers in Canada, the United States of America and elsewhere in the world, and of supporting such Customers' operation thereof, of BR LP in financing such business and activities, and of certain other BR Entities of providing the management and administrative support thereof.

(y) "**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Calgary, Alberta.

(z) "***Canada Pension Plan***" means the *Canada Pension Plan*, RSC 1985, c C-8, as amended.

(aa) "**Claim**" means any indebtedness, liability or obligation of any kind of a Debtor which arose or existed prior to the Filing Date, including any indebtedness, liability or obligation that would be a claim provable within the meaning of section 2 of the *BIA* and any right or claim of any Person that may be asserted or made in whole or in part against a Debtor or any of their current or former directors or officers, whether or not

asserted or made, of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to Property or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future.

(bb) "**Conditions Precedent**" is defined in Section 5.5(a).

(cc) "**Condition Subsequent**" is defined in Section 5.7.

(dd) "**Contract**" means any contract, agreement or other arrangement creating enforceable obligations, whether written or oral.

(ee) "**Corporate Debtors**" means, collectively, BR GP, ICE AB Inc., HE Inc., FRI Inc., ICE Ltd. and SESCI, and "**Corporate Debtor**" means any one of them.

(ff) "**Corporate Arrangements**" is defined in Section 4.3(f).

(gg) "**Counterparty**" means a Person other than a BR Entity that is a party to a Contract.

(hh) "**Court**" means the Court of King's Bench of Alberta (in Bankruptcy and Insolvency) presiding over the Proposal Proceedings or any appeal court therefrom.

(ii) "**Creditor**" means any Person having a Claim or a Director Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf of or in the name of such Person.

(jj) "**Creditors' Meeting**" means any meeting of the Affected Creditors, in person or virtually, called by the Trustee for the purpose of considering and voting upon this Proposal.

(kk) "**Customer**" means a Counterparty to a License.

(ll) "**Debtors**" is defined in Context paragraph J, and "**Debtor**" means any one of the Debtors.

(mm) "**Directors**" means, collectively, the present and former directors and officers of the Corporate Debtors and officers of the other Debtors, and "**Director**" means any one of them.

(nn) "**Director Claim**" means any Liabilities of a Debtor for which a Director is liable in his or her capacity as a Director, whether arising before or after the Filing Date but before the Implementation Date.

(oo) "**Disputed Claim**" is defined in Section 3.2(c).

(pp) "**Employee**" means a present or former employee of a Debtor.

(qq) "***Employment Insurance Act***" means the *Employment Insurance Act*, SC 1996, c 23, as amended.

(rr) "**Equity Claim**" means a Claim that is an "equity claim" with respect to a Debtor within the meaning of section 2 of the *BIA*.

(ss) "**Excluded Claim**" means: (i) any Claim arising under the Lines of Credit; (ii) any Claim of an Executive under an Executive Amending Agreement; and (iii) any Claim by a Debtor, ICE NV or SHS MX against another Debtor.

(tt) "**Executive**" refers to either Dr. Mark Genuis, the Chief Executive Officer of the BR Group, or James Lawson, the Chief Financial Officer of the BR Group.

(uu) "**Executive Amending Agreement**" means either:

(i) the amended and restated employment agreement dated December 15, 2022 between BR LP and James Lawson, amending the employment agreement dated January 1, 2018; or

(ii) the amended and restated employment agreement dated December 15, 2022 between BR LP and Dr. Mark Genuis, amending and restating the employment agreement dated January 1, 2018.

(vv) "**Filing Date**" means September 15, 2022 in respect of BR LP, ICE GP LP, FRI LP, FRI GP LP, HE LP, HE GP LP, BR GP, ICE AB Inc., HE Inc., FRI Inc. and SESCI, and September 16, 2022 in respect of ICE LP and ICE Ltd, being the respective dates on which the Debtors filed the NOIs with the Superintendent of Bankruptcy.

(ww) "**First Amending Agreement**" means an agreement amending the BR Limited Partnership Agreement in the form attached to **Schedule "A"**.

(xx) "**FRI GP LP**" is defined in Context paragraph E.

(yy) "**FRI GP LP Dissolution**" is defined in Section 4.3(c)(ii).

(zz) "**FRI GP LP Termination**" is defined in Section 4.3(b)(ii).

(aaa) "**FRI Inc.**" is defined in Context paragraph E.

(bbb) "**FRI Inc. Termination**" is defined in Section 4.3(c)(i).

(ccc) "**FRI LP**" is defined in Context paragraph B.

(ddd) "**FRI LP Dissolution**" is defined in Section 4.3(b)(iii).

(eee) "**FRI Property**" means any Property in which FRI LP, FRI GP and FRI Inc. have an interest, including any Software, other Intellectual Property, Licenses and other Contracts, and accounts receivable.

(fff) "**FRI Property Consolidation**" is defined in Section 4.3(b)(i).

(ggg) "**Governmental Authority**" means (i) His Majesty the King in right of Canada or any Province, (ii) any other federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature, and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

(hhh) "**GP Unit**" means a unit representing the ownership interest of a general partner in and to a limited partnership.

(iii) "**HE GP LP**" is defined in Context paragraph F.

(jjj) "**HE GP LP Dissolution**" is defined in Section 4.3(e)(ii).

(kkk) "**HE GP LP Termination**" is defined in Section 4.3(d)(ii).

(lll) "**HE Inc.**" is defined in Context paragraph F.

(mmm) "**HE Inc. Termination**" is defined in Section 4.3(e)(i)

(nnn) "**HE LP**" is defined in Context paragraph B.

(ooo) "**HE LP Dissolution**" is defined in Section 4.3(d)(iii).

(ppp) "**HE Property**" means any Property in which HE LP, HE GP and HE Inc. have an interest, including any Software, other Intellectual Property, Licenses and other Contracts, and accounts receivable.

(qqq) "**HE Property Consolidation**" is defined in Section 4.3(d)(i).

(rrr) "**HE Share Transfer**" is defined in Section 4.3(f)(ii).

(sss) "**ICE AB Inc.**" is defined in Context paragraph C.

(ttt) "**ICE AB Share Transfers**" is defined in Section 4.3(f)(iv).

(uuu) "**ICE AB Inc. Termination**" is defined in Section 4.3(g)(i).

(vvv) "**ICE GP Corp**" is defined in Section 4.3(f)(iii)(A).

(www) "**ICE GP Corp Amendment**" is defined in Section 4.3(f)(iii).

(xxx) "**ICE GP Corp Appointment**" is defined in Section 4.3(g)(ii).

(yyy) "**ICE GP Corp Articles**" is defined in Section 4.3(f)(iii)(B).

(zzz) "**ICE GP LP**" is defined in Context paragraph C.

(aaaa) "**ICE GP LP Dissolution**" is defined in Section 4.3(g)(ii).

(bbbb) "**ICE LP**" is defined in Context paragraph B.

(cccc) "**ICE LP Contribution**" is defined in Section 4.3(i).

(dddd) "**ICE Ltd.**" is defined in Context paragraph D.

(eeee) "**ICE NV**" is defined in Context paragraph D.

(ffff) "**ICE Share**" means a Share issued by ICE Ltd.

(gggg) "**Implementation**" is defined in Section 6.3.

(hhhh) "**Implementation Cash Amount**" means the cash amount equal to the sum of the following:

(i) the aggregate amount of the Preferred Claims;

(ii) the aggregate amount of the Priority Employee Claims;

(iii) the aggregate amount of the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date; and

(iv) the aggregate amount of the accrued and unpaid Administration Costs as of the Implementation Date together with the reasonable estimate by the Trustee and its counsel and by counsel for Debtors of the anticipated Administration Costs until the termination of the Proposal Proceedings.

(iiii) "**Implementation Date**" means the date designated by the Trustee and the Debtors on which Implementation occurs, which shall be no later than two (2) Business Days following the satisfaction or waiver of the conditions set out in Section 5.5.

(jjjj) "**Implementation Deliveries**" is defined in Section 6.2.

(kkkk) "**Implementation Time**" means the time designated by the Trustee and Debtors on the Implementation Date when the steps to Implementation described in Section 6.3 commence.

(llll) "***Income Tax Act***" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp.), as amended.

(mmmm) "**Intellectual Property**" means all trademarks and trademark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, owned by or licensed to a Debtor and used in connection with the Business, including (i) the Software, (ii) all associated registrations and applications for registration, (iii) all associated rights, and (iv) moral rights.

(nnnn) "**Interest Amount**" means that portion of (i) an Affected Unsecured Claim made up of accrued and unpaid interest or fees as of the applicable Filing Date; or (ii) Interim Financing Debt made up of accrued and unpaid interest.

(oooo) "**Interest Component Entitlement**" has the meanings provided for in Sections 4.1(b) and 4.1(d).

(pppp) "**Interim Agent**" is defined in Context paragraph K.

(qqqq) "**Interim Financing Agreement**" is defined in Context paragraph K.

(rrrr) "**Interim Financing Debt**" means the indebtedness, liabilities and obligations of the Debtors to the Interim Lenders under the Interim Financing Agreement.

(ssss) "**Interim Financing Pool Units**" and "**Interim Financing Pool Unit**" are defined in Section 4.1(a)(i)(B).

(tttt) "**Interim Lenders**" is defined in Context paragraph K, and "**Interim Lender**" means any one of them.

(uuuu) "***Investment Canada Act***" means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp.), as amended.

(vvvv) "**Key Supplier**" means a Counterparty to a Key Supply Contract.

(wwww) "**Key Supply Contract**" means a Contract under which a Debtor obtains goods or services from a Counterparty that are critical to the continued operation of the Debtor and which the Debtor has designated as critical by notice in writing to the Trustee and Counterparty prior to the date on which the Approval Orders are obtained, and the Trustee has consented to such designation.

(xxxx) "**Key Supplier Payable**" means any Liability to a Key Supplier under a Key Supply Contract, whether arising before or after the Filing Date.

(yyyy) "**Liabilities**" means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any applicable law, under any agreement or contract to which a Person is party or otherwise, and "**Liability**" means any one of the Liabilities.

(zzzz) "**License**" means a Contract under which a BR Entity licenses or sub-licenses any Software and related Intellectual Property to a Counterparty.

(aaaaa) "**Lines of Credit**" means the lines of credit in the aggregate principal amount of Cdn. $200,000 created under (i) a line of credit agreement dated November 30, 2012 between Daniel Sysak as lender and BR LP as borrower, and (ii) a line of credit agreement dated November 20, 2012 between Jeff Petty and BR LP.

(bbbbb) "**LP Unit**" means a unit representing the ownership interest of a limited partner in and to a limited partnership.

(ccccc) "**NOIs**" is defined in Context paragraph J.

(ddddd) "**Non-Resident**" means a Person who (i) is not a resident in Canada for the purposes of the *Income Tax Act*, or is a non-Canadian for the purposes of the *Investment Canada Act*, and (ii) is an Affected Unsecured Creditor, Interim Lender or Pre-Implementation Partner.

(eeeee) "**Non-Resident LP Unit Transfers**" is defined in Section 4.3(j).

(fffff) "**Official Receiver**" has the meaning given to "official receiver" contemplated by section 2 of the *BIA*.

(ggggg) "**Order**" means any order of a Court in the Proposal Proceedings.

(hhhhh) "**Outside Date**" means March 31, 2023 or such later date as the Debtors and Trustee determine.

(iiiii) "***Partnership* Act**" means the *Partnership Act*, RSA 2000, c P-3, as amended.

(jjjjj) "**Person**" will be broadly interpreted and includes: (i) a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.

(kkkkk) "**Post-Filing Debts**" means any Liability arising in respect of services rendered, goods supplied or other consideration given to a Debtor after the Filing Date, including any wages, salaries, commissions or compensation accruing to Employees after the Filing Date.

(lllll) "**Preferred Claim**" means any Claim arising prior to the Filing Date that is contemplated by sections 136(1)(b), (c), (d.1), (e), (f), (g) or (i) of the *BIA*, but excludes any Unaffected Claim or any Priority Employee Claim.

(mmmmm) "**Preferred Creditor**" means a Creditor that has a Preferred Claim.

(nnnnn) "**Pre-Implementation Partner**" means BR Limited Partner who BR LP Units immediately before Implementation.

(ooooo) "**Principal Amount**" means that portion of an Affected Unsecured Claim or Interim Financing Debt other than the Interest Amount.

(ppppp) "**Principal Component Entitlement**" has the meanings provided for in Sections 4.1(c) and 4.1(e).

(qqqqq) "**Priority Employee Claim**" means (i) a Claim of an Employee for amounts that he or she would be entitled to receive under section 136(1)(d) of the *BIA* consisting of wages, salaries, commissions, compensation or disbursements for services rendered during the six (6) months prior to the Filing Date, to the extent of $2,000, less any amounts paid during the Proposal Proceedings, (ii) a Claim of a travelling salesperson for disbursements in the six (6) month period prior to the Filing Date, to the extent of $1,000, and (iii) a Claim subject to a deemed trust under section 109(3) of the *Employment Standards Code*, RSA 2000, Chapter E-9;

(rrrrr) "**Priority Governmental Claims**" means all amounts outstanding at the time of the Filing Date to His Majesty in Right of Canada or a Province and that are of a kind that could be subject to a demand under:

(i) subsection 224(1.2) of the *Income Tax Act*;

(ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

(iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

(A) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or

(B) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

(sssss) "**Proof of Claim**" means the proof of claim form which Creditors are required under the *BIA* to submit to the Trustee in order to prove their Claims.

(ttttt) "**Property**" means the assets, undertakings and property of a Debtor.

(uuuuu) "**Proposal**" means this proposal under Part III of the *BIA* and plan of reorganization and arrangement under sections 192 and 193 of the *ABCA*, as amended, modified or supplemented from time to time.

(vvvvv) "**Proposal Proceedings**" means the proceedings before the Court commenced by the NOIs.

(wwwww) "**Proven Claim**" is defined in Section 3.2(b).

(xxxxx) "**Registrar**" means the Registrar of Corporations under the *ABCA*.

(yyyyy) "**Released Party**" is defined in Section 7.3(b).

(zzzzz) "**Required LP Majority**" means, with respect to meetings of BR Limited Partners, either 66⅔% of the votes cast at a duly constituted meeting of BR Limited Partners in favour of a Special Resolution, where each BR Limited Partner is entitled to one (1) vote for each BR LP Unit held, or BR Limited Partners holding 66⅔% of the BR LP Units executing, either directly or by their attorney, counterparts consenting to and approving a Special Resolution.

(aaaaaa) "**Required Majority**" means, as provided in section 54(2)(d) of the *BIA*, a vote by a majority in number and two thirds in value of the Affected Creditors present, personally, by proxy or by Voting Letter at the Creditors' Meeting and voting on the resolution.

(bbbbbb) "**Second Amending Agreement**" means an agreement amending the BR Limited Partnership Agreement in the form attached to **Schedule "B"**.

(cccccc) "**Secured Claim**" means any Claim the payment of which is secured by Security against any Property, but only to the extent of any proceeds of realization of such Property.

(dddddd) "**Security**" means any mortgage, charge, security interest, pledge, lien or other encumbrance securing the payment or performance of a Claim, including any financing lease, conditional sale agreement, title retention arrangement or interest under a trust.

(eeeeee) "**SESCI**" is defined in Context paragraph D.

(ffffff) "**SESCI Articles**" is defined in Section 4.3(f)(v)(E).

(gggggg) "**SESCI 2023**" is defined in Section 4.3(f)(v)(A).

(hhhhhh) "**SESCI 2023 Amalgamation**" is defined in Section 4.3(f)(v).

(iiiiii) "**Share**" means any share, warrant, option or other security issued by a corporation.

(jjjjjj) "**SHS MX**" is defined in Context paragraph D.

(kkkkkk) "**Software**" is defined in Context paragraph G.

(llllll) "**Special Amending Resolution**" is defined in Section 5.6(a).

(mmmmmm) "**Special Resolution Notice**" is defined in Section 5.6(a).

(nnnnnn) "**Special Resolution**" is defined in section 1.1(aa) of the BR Limited Partnership Agreement.

(oooooo) "**Special Resolution Deadline**" means 5:00 pm MT on the fifteenth (15th) day following the Implementation Date, or such later date and/or time as the Trustee and BR GP agree to.

(pppppp) "**Trustee**" means the proposal trustee appointed in connection with the Proposal Proceedings, being KPMG Inc.

(qqqqqq) "**ULC**" means an unlimited liability corporation to be incorporated under the *ABCA* prior to Implementation.

(rrrrrr) "**ULC Share**" means a common share issued by the ULC.

(ssssss) "**ULC Share Certificate**" means a certificate representing a ULC Share.

(tttttt) "**ULC Shareholder**" means a Person to whom ULC Shares are issued under this Proposal.

(uuuuuu) "**Unaffected Claim**" is defined in Section 2.4.

(vvvvvv) "**Unaffected Creditor**" means a Creditor having an Unaffected Claim.

(wwwwww) "**Voting Letter**" means the voting letter required by section 51(1) of the *BIA* to each known Creditor prior to the Creditors' Meeting.

1.2 Certain Rules of Interpretation

(a) In this Proposal, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Proposal is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

(b) The division of this Proposal into Articles, Sections and Schedules and the insertion of headings, are for convenience of reference only and do not affect the construction or interpretation of this Proposal, and references in this Proposal to an Article, Section or Schedule are to be construed as references to an Article or Section of or Schedule to this Proposal unless otherwise specified.

(c) Unless otherwise specified in this Proposal, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

(d) Unless otherwise specified, any reference in this Proposal to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

(e) In this Proposal, the deeming provisions are not rebuttable and are conclusive and irrevocable.

1.3 Currency

All amounts payable under or otherwise referred to in this Proposal will be denominated in Canadian dollars and all payments and distributions to be made in cash will be made in Canadian dollars. Any Claims denominated in a foreign currency will be converted to Canadian dollars at the Reuters closing rate on the Filing Date.

1.4 Governing Law

This Proposal is governed by and is to be construed and interpreted in accordance with the *BIA* and the other laws of Canada and by the laws of the Province of Alberta applicable thereto.

1.5 Schedules

The following schedules are attached to and form part of this Proposal:

Schedule “A” – First Amending Agreement

Schedule “B” – Second Amending Agreement

Schedule “C” – BR GP 2023 Articles

Schedule “D” – Bylaws of BR GP 2023

Schedule “E” – ICE GP Corp Articles

Schedule “F” – Bylaws of ICE GP Corp

Schedule "G" – SESCI 2023 Articles

Schedule "H" – Bylaws of SESCI 2023

Schedule "I" – Trustee Certificate (Section 5.8(a))

Schedule "J" – Trustee Certificate (Section 5.8(b))

Schedule "K" – Trustee Certificate (Section 5.8(c))

ARTICLE 2
PURPOSE OF PROPOSAL

2.1 Purpose of Proposal

The purpose of this Proposal is:

(a) to enable the Debtors to continue the Business from and after the Implementation Date;

(b) to effect the conversion of the Affected Unsecured Claims and Interim Financing Debt into BR LP Units, with the effect that following Implementation:

(i) Pre-Implementation Partners will hold 15% of the BR LP Units;

(ii) Affected Unsecured Creditors will hold 60% of the BR LP Units; and

(iii) Interim Lenders will hold 25% of the BR LP Units;

(in each case subject to rounding);

(c) to pay Priority Governmental Claims, Priority Employee Claims and Preferred Claims;

(d) to replace HE GP LP and FRI GP LP with BR GP as general partner of HE LP and FRI LP;

(e) to effect the wind-up and dissolution of HE LP, HE GP LP, FRI LP and FRI GP LP, the distribution of their Property to BR LP and BR GP, the transfer by BR LP and BR GP of such Property to ICE LP, and the transfer by ICE LP to ICE Ltd. of the Contracts included therein;

(f) to effect Corporate Arrangements under which:

(i) the BR LP Units of Non-Residents will be transferred to the ULC in exchange for ULC Shares;

(ii) FRI Inc. and BR GP will be amalgamated;

(iii) HE Inc. will be made a wholly owned subsidiary of BR GP and its name will be changed to ICE GP Corp.; and

(iv) ICE AB Inc. will be made a wholly owned subsidiary of ICE Ltd. and amalgamated with SESCI to form SESCI 2023; and

(g) to replace ICE GP LP with ICE GP Corp as general partner of ICE LP and dissolve ICE GP LP.

2.2 Benefit of Proposal

The Debtors have put forward this Proposal on the basis that it permits the preservation of the Business and Software, permits the continued servicing of the Customers, and maximizes the potential recovery of Affected Creditors in the future. If this Proposal is not approved by the Affected Creditors, the Debtors will be deemed bankrupt and the Debtors anticipate the Affected Creditors and other stakeholders, including Customers, suppliers and employees, will be substantially worse off than if this Proposal is implemented.

2.3 Persons affected by this Proposal

This Proposal affects all Affected Creditors and any Counterparty to any License or Key Supply Contract entered into before the Filing Date.

2.4 Unaffected Claims

The following Claims and Liabilities are not compromised or arranged by this Proposal (collectively, the "**Unaffected Claims**"):

(a) Administration Costs;

(b) Key Supplier Payables;

(c) Excluded Claims; and

(d) Secured Claims,

provided that any Licenses, Key Supply Contracts, Excluded Claims and Secured Claims shall be affected by and subject to Section 7.2 and the Approval Orders.

2.5 Equity Claims

No Person holding an Equity Claim shall be entitled to vote for or against the acceptance of this Proposal at any Creditors' Meeting, or shall be entitled to any distribution under this Proposal, on the basis of such Equity Claim.

ARTICLE 3
CLASSIFICATION AND VALIDATION OF CLAIMS

3.1 Single Class of Affected Creditors

For the purposes of considering and voting upon this Proposal, there shall be one class of Creditors consisting of the Affected Creditors, and the Affected Claims of the Affected Creditors shall be dealt with in accordance with the terms and provisions of this Proposal.

3.2 Proofs of Claim

(a) Each Affected Creditor is required, in order to vote at any Creditors' Meeting or receive any distributions under this Proposal, to prove such Affected Creditor's Claim by submitting a Proof of Claim to the Trustee in compliance with and in the manner contemplated in sections 50(1.6), 124 to 126 of the *BIA* and any Order of the Court.

(b) The Trustee will examine each Proof of Claim and may require further evidence of and support for the Affected Claim advanced in a Proof of Claim. An Affected Claim subject to a Proof of Claim shall be determined, disallowed, disallowed in part, expunged or reduced in accordance with section 135 of the *BIA*. An Affected Claim that has been determined in accordance with section 135 of the *BIA* shall be a proven Affected Claim for voting and distribution purposes (a "**Proven Claim**").

(c) In the event that an Affected Claim of an Affected Creditor has been disputed by a Debtor or any Creditor, or been disallowed in whole or in part by the Trustee pursuant to section 135 of the *BIA* (such Claim being a "**Disputed Claim**"):

(i) such Affected Creditor shall not be entitled to receive any distribution under this Proposal with respect to such Disputed Claim unless and until such Disputed Claim becomes a Proven Claim, whereupon such Proven Claim shall be treated in the manner provided for in Article 4 of this proposal;

(ii) for the purposes of voting at the Creditors' Meeting,

(A) if the Trustee has determined such Disputed Claim valid, notwithstanding that a Debtor or Creditor has disputed such Disputed Claim, the quantum of such Affected Creditor's Disputed Claim shall be the face amount of the Disputed Claim;

(B) if the Trustee has disallowed the Disputed Claim in whole or in part, and:

(1) the thirty (30) day period provided for in section 135(4) of the *BIA* has expired, then the quantum of such Affected Claim for voting purposes shall be $0.00, if disallowed in whole, or that portion of such Affected Claim allowed by the Trustee, if disallowed in part; or

(2) the thirty (30) day period provided for in section 135(4) of the *BIA* has not expired, or prior to the expiry thereof such Affected Creditor filed with the Court an appeal of such disallowance, at the Creditors' Meeting such Proof of Claim shall be marked "Objected to" and the chair of the Creditors' Meeting may value such Affected Claim for voting purposes or reserve such decision.

3.3 Assignment of Claims

In the event that any Creditor assigns its Claim to a Person before or after the Filing Date, the Debtors shall not be obliged to deal with such Person, including allowing such Person to vote at the Creditors' Meeting or receive any distribution under this Proposal, unless and until actual notice in writing together with evidence of such assignment has been received by the Debtors and Trustee in accordance with Section 8.3 by no later than 5 pm on the Business Day before the Creditors' Meeting. Thereafter, such Person shall for the purposes of this Proposal constitute a Creditor and shall be bound by any and all notices previously given to the transferor Creditor.

ARTICLE 4
TREATMENT OF CLAIMS AND RESTRUCTURING OF THE BR GROUP

4.1 Affected Unsecured Creditors and Interim Lenders

(a) Upon the Court issuing the Approval Orders:

(i) BR GP shall cause BR LP to create 30,430 BR LP Units for the purpose of effecting the conversion of the Affected Unsecured Claims and Interim Financing Debt contemplated by this Section 4.1, of which:

(A) a total of 21,480 BR LP Units shall be issued to Affected Unsecured Creditors pursuant to the conversion of their respective Affected Unsecured Claims (collectively, the "**Affected Claim Pool Units**", and individually, an "**Affected Claim Pool Unit**"), constituting 60% of the issued and outstanding BR LP Units immediately following the Implementation; and

(B) a total of 8,950 BR LP Units shall be issued to Interim Lenders pursuant to the conversion of their respective Interim Financing Debt (collectively, the "**Interim Financing Pool Units**" and individually, a "**Interim Financing Pool Unit**"), constituting 25% of the issued and outstanding BR LP Units immediately following the Implementation,

with the effect that immediately following the Implementation, there shall be a total of 35,800 issued and outstanding BR LP Units, of which the Pre-Implementation Partners shall hold 5,370 or 15% of the BR LP Units;

(ii) each Affected Unsecured Creditor shall be deemed to have made the following subscriptions to BR LP for Affected Claim Pool Units, to become effective in the order provided for in Sections 6.3(k) and 6.3(l):

(A) first, to the extent that the Affected Unsecured Claim of such Affected Unsecured Creditor contains an Interest Amount, such Affected Unsecured Creditor shall be deemed to have subscribed for that number of Affected Claim Pool Units in respect of such Interest Amount calculated in accordance with Section 4.1(b), the subscription price for which shall be paid for by the conversion of such Interest Amount to such Affected Claim Pool Units; and

(B) second, such Affected Unsecured Creditor shall be deemed to have subscribed for that number of Affected Claim Pool Units in respect of the Principal Amount of its Affected Unsecured Claim calculated in accordance with Section 4.1(c), the subscription price for which shall be paid for by the conversion of such Principal Amount to such Affected Claim Pool Units;

(iii) each Interim Lender shall be deemed to have made the following subscriptions to BR LP for Interim Financing Pool Units, to become effective to become effective in the order provided for in Sections 6.3(k) and 6.3(l):

(A) first, such Interim Lender shall be deemed to have subscribed for that number of Interim Financing Pool Units in respect of the Interest Amount

included in its Interim Financing Debt calculated in accordance with Section 4.3(e), the subscription price for which shall be paid for by the conversion of such Interest Amount to such Interim Financing Pool Units; and

(B) second, such Interim Lender shall be deemed to have subscribed for that number of Interim Financing Pool Units in respect of the Principal Amount of its Interim Financing Debt calculated in accordance with Section 4.1(e), the subscription price for which shall be paid for by the conversion of such Principal Amount to such Interim Financing Pool Units; and

(iv) BR GP shall be deemed to have accepted the subscriptions made under Sections 4.1(a)(ii) and 4.1(a)(iii) for and on behalf of BR LP and shall prepare for each of the Affected Unsecured Creditors and Interim Lenders the requisite number of BR LP Unit Certificates for (i) the first and second tranches of Affected Unsecured Claim Pool Units and Interim Financing Pool Units issued pursuant to the conversion of the Interest Amounts, and (ii) the first and second tranches of Affected Unsecured Claim Pool Units and Interim Financing Pool Units issued pursuant to the conversion of the Principal Amounts.

(b) The Interest Amount of each Affected Unsecured Claim, if any, shall be converted into that number of Affected Claim Pool Units calculated by applying the following formula:

Interest Component Entitlement = 21,480 x (Interest Amount / Total Affected Unsecured Claims)

where:

"Interest Amount" refers to the Interest Amount owed to such individual Affected Unsecured Creditor;

"Interest Component Entitlement" means the number of BR LP Units into which the Interest Amount is converted; and

"Total Affected Unsecured Claims" refers to the aggregate amount of the Affected Unsecured Claims of all Affected Unsecured Creditors.

(c) The Principal Amount of each Affected Unsecured Claim, if any, shall be converted into that number of Affected Claim Pool Units calculated by applying the following formula:

Principal Component Entitlement = 21,480 x (Principal Amount / Total Affected Unsecured Claims)

where:

"Principal Amount" refers to the Principal Amount owed to such individual Affected Unsecured Creditor;

"Principal Component Entitlement" means the number of BR LP Units into which the Principal Amount is converted; and

"Total Affected Unsecured Claims" refers to the aggregate amount of the Affected Unsecured Claims of all Affected Unsecured Creditors.

(d) The Interest Amount of the Interim Financing Debt of each Interim Lender shall be converted into that number of Interim Financing Pool Units calculated by applying the following formula:

Interest Component Entitlement = 8,950 x (Interest Amount / Total Interim Financing Debt)

where:

"Interest Amount" refers to the Interest Amount owed to such individual Interim Lender;

"Interest Component Entitlement" means the number of BR LP Units into which the Interest Amount is converted; and

"Total Interim Financing Debt" refers to the aggregate amount of the Interim Financing Debt of all Interim Lenders.

(e) The Principal Amount of the Interim Financing Debt of each Interim Lender shall be converted into that number of Interim Financing Pool Units calculated by applying the following formula:

Principal Component Entitlement = 8,950 x (Principal Amount / Total Interim Financing Debt)

where:

"Principal Amount" refers to the Principal Amount owed to such individual Interim Lender;

"Principal Component Entitlement" means the number of BR LP Units into which the Principal Amount is converted; and

"Total Interim Financing Debt" refers to the aggregate amount of the Interim Financing Debt of all Interim Lenders.

(f) In the event that either an Affected Unsecured Creditor or an Interim Lender is a Non-Resident, then such Affected Unsecured Creditor or Interim Lender, as applicable, shall be deemed to have subscribed to the ULC for an equal number of ULC Shares to the number of Affected Claim Pool Units or Interim Financing Pool Units into which its Affected Unsecured Claim or Interim Financing Debt is to be converted, which subscription the ULC shall be deemed to have accepted, and on Implementation such Affected Claim Pool Units or Interim Financing Pool Units shall be deemed to have been transferred by such Non-Resident Affected Unsecured Creditor or Interim Lender, as applicable, to the ULC pursuant to Section 4.3(j) in payment of the subscription price for such ULC Shares.

(g) For the purposes of calculating the Interest Component Entitlements and Principal Component Entitlements for the Affected Unsecured Creditors and Interim Lenders pursuant to Sections 4.1(b) to 4.1(e), fractions shall be rounded to the closest whole number, provided that BR GP shall be entitled, in consultation with the Trustee and in an equitable manner, to make such nominal adjustments to such Interest Component Entitlements and Principal Component Entitlements as are reasonably necessary to

ensure that a total of 21,480 Affected Claim Pool Units are allocated to the Affected Unsecured Creditors and 8,950 Interim Financing Pool Units are allocated to the Interim Lenders.

4.2 Priority Governmental Claims, Priority Employee Claims and Preferred Claims

(a) No valid Priority Governmental Claim, Priority Employee Claim or Preferred Claim shall be compromised by this Proposal.

(b) The following Claims shall be paid in full through distributions carried out by the Trustee on Implementation from Implementation Cash Amount:

(i) the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date;

(ii) the Priority Employee Claims; and

(iii) the Preferred Claims.

4.3 Reorganization of the Debtors

The Debtors shall be reorganized under this Proposal as follows:

(a) BR LP shall issue one (1) BR LP Unit to the ULC for a subscription price equal to the fair market value of such BR LP Unit;

(b) FRI LP shall be liquidated and dissolved in accordance with the following:

(i) any interest of FRI GP LP or FRI Inc. in any FRI Property shall be transferred to FRI LP (the "**FRI Property Consolidation**");

(ii) all of the GP Units of FRI GP LP in FRI LP shall be transferred to BR GP, FRI GP LP shall be terminated as general partner of FRI LP and BR GP shall be appointed as general partner of FRI LP in its place (the "**FRI GP LP Termination**");

(iii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR LP and BR GP shall assume all of the Liabilities of FRI LP on a *pro rata* basis;

(B) FRI LP shall distribute its entire interest in the FRI Property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI LP; and

(C) FRI LP and FRI GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**FRI LP Dissolution**");

(c) FRI GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units and LP Units in FRI GP LP shall be transferred to BR GP, and all of the LP Units in FRI GP LP shall be transferred to BR LP, in each case for no consideration, FRI Inc. shall be terminated as general partner of FRI GP LP and BR GP shall be appointed as general partner of FRI GP LP in its place (the "**FRI Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR GP and BR LP shall assume all of the Liabilities of FRI GP LP on a *pro rata* basis;

(B) FRI GP LP shall distribute its entire interest in any property to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI GP LP; and

(C) FRI GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**FRI GP LP Dissolution**");

(d) HE LP shall be liquidated and dissolved in accordance with the following:

(i) any interest of HE GP LP or HE Inc. in any HE Property shall be transferred to HE LP (the "**HE Property Consolidation**");

(ii) all of the GP Units of HE GP LP in HE LP shall be transferred to BR GP, HE GP LP shall be terminated as general partner of HE LP, and BR GP shall be appointed as general partner of HE LP in its place (the "**HE GP LP Termination**");

(iii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR LP and BR GP shall assume all of the Liabilities of HE LP on a *pro rata* basis;

(B) HE LP shall distribute its entire interest in the HE Property to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE LP; and

(C) HE LP and HE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**HE LP Dissolution**"); and

(e) HE GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units and LP Units in HE GP LP shall be transferred to BR GP, and all of the LP Units in HE GP LP shall be transferred to BR LP, in each case for no consideration, HE Inc. shall be terminated as general partner of HE GP LP and BR GP shall be appointed as general partner of HE GP LP in its place (the "**HE Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) BR GP and BR LP shall assume all of the Liabilities of HE GP LP on a *pro rata* basis;

(B) HE GP LP shall distribute its entire interest in any property to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE GP LP; and

(C) HE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**HE GP LP Dissolution**");

(f) FRI Inc., HE Inc., BR GP, SESCI and ICE AB Inc. shall be subject to the following reorganizations and arrangements under sections 192 and 193 of the *ABCA* (collectively, the "**Corporate Arrangements**"):

(i) FRI Inc. and BR GP (each referred to in this Section 4.3(f)(i) as a "predecessor corporation") shall be amalgamated to form BR GP 2023 pursuant to section 193(1)(a) of the *ABCA* (the "**BR GP 2023 Amalgamation**") and:

(A) the name of the amalgamated corporation shall be "BR Capital (2023) Inc." ("**BR GP 2023**");

(B) the share capital of BR GP 2023 shall be an unlimited number of common shares, and each issued and outstanding Affiliate Share in FRI Inc. and BR GP shall be deemed to be a common share in BR GP 2023;

(C) all Property of FRI Inc. and BR GP immediately before the BR GP 2023 Amalgamation (except amounts receivable from any predecessor corporation or Shares of any predecessor corporation) will become the property of BR GP 2023;

(D) all Liabilities of FRI Inc. and BR GP immediately before the BR GP 2023 Amalgamation (except amounts payable to any predecessor corporation) will become Liabilities of BR GP 2023 and as a result BR GP 2023 shall continue to be liable for the Liabilities of FRI Inc. and BR GP;

(E) the articles of amalgamation of BR GP 2023, substantially in the form attached as **Schedule "C**" (the "**BR GP 2023 Articles**"), shall be filed with the Registrar to give effect to the BR GP 2023 Amalgamation;

(F) the initial directors of BR GP 2023 shall be the same as the directors of BR GP;

(G) the by-laws of BR GP 2023 shall be substantially in the form attached as **Schedule "D"**;

(H) the registered office of BR GP 2023 shall be located at the same address as that of the registered office of BR GP; and

(I) the amalgamated corporation will use the registration number of BR GP under Part IX of the *Excise Tax Act* (Canada);

(ii) the Affiliate Shares held by the Affiliate Shareholders in HE Inc. shall be transferred to BR GP and BR GP 2023 shall issue to such Affiliate Shareholders and equal number of common shares in BR GP 2023, having a fair market value equal to the fair market value of the transferred Affiliate Shares, in exchange therefor pursuant to section 193(1)(f) of the *ABCA* and subsection 85(1) of the *Income Tax Act* (the "**HE Share Transfer**");

(iii) the articles of incorporation of HE Inc. shall be amended under section 173(1)(a) and 192(2) of the *ABCA* (the "**ICE GP Corp Amendment**) and:

(A) the name of HE Inc. shall be changed to "ICE GP Corp." (and upon the ICE GP Corp Amendment becoming effective, HE Inc. shall be referred to hereunder as "**ICE GP Corp**");

(B) the articles of reorganization of ICE GP Corp, substantially in the form attached as **Schedule "E"** (the "**ICE GP Corp Articles**"), shall be filed with the Registrar to give effect to the ICE GP Corp Amendment; and

(C) the by-laws of ICE GP Corp shall be substantially in the form attached as **Schedule "F"**;

(iv) the Affiliate Shares held by Affiliate Shareholders in ICE AB Inc. shall be transferred to BR GP 2023 and BR GP 2023 shall issue to such Affiliate Shareholders an equal number of common shares in BR GP 2023, having a fair market value equal to the fair market value of the transferred Affiliate Shares, in exchange therefor pursuant to section 193(1)(f) of the *ABCA* and section 85(1) of the *Income Tax Act*, BR GP 2023 shall transfer such Affiliate Shares to BR LP in exchange for additional BR LP Units pursuant to subsection 97(2) of the *Income Tax Act*, BR LP shall transfer such Affiliate Shares to ICE LP in exchange for additional LP Units of ICE LP pursuant to subsection 97(2) of the *Income Tax Act*, and ICE LP shall contribute such Affiliate Shares to ICE Ltd. in exchange for additional ICE Shares pursuant to subsection 85(1) of the *Income Tax Act* (the "**ICE AB Share Transfers**");

(v) ICE AB Inc. and SESCI (each referred to in this Section 4.3(f)(v) as a "predecessor corporation") shall be amalgamated to form SESCI 2023 pursuant to section 193(1)(a) of the *ABCA* (the "**SESCI 2023 Amalgamation**") and:

(A) the name of the amalgamated corporation shall be "SESCI (2023) Corp." ("**SESCI 2023**");

(B) the share capital of SESCI 2023 shall be an unlimited number of common shares, and each issued and outstanding Share in ICE AB Inc. and SESCI shall be deemed to be a common share in SESCI 2023;

(C) all Property of ICE AB Inc. and SESCI immediately before the SESCI 2023 Amalgamation (except amounts receivable from any predecessor corporation or Shares of any predecessor corporation) will become the property of SESCI 2023;

(D) all Liabilities of ICE AB Inc. and SESCI immediately before the BR GP 2023 Amalgamation (except amounts payable to any predecessor corporation) will become Liabilities of SESCI 2023 and as a result SESCI

2023 shall continue to be liable for the Liabilities of ICE AB Inc. and SESCI;

(E) the articles of amalgamation of SESCI 2023, substantially in the form attached as **Schedule "G**" (the "**SESCI 2023 Articles**"), shall be filed with the Registrar to give effect to the SESCI 2023 Amalgamation;

(F) the initial directors of SESCI 2023 shall be the same as the directors of BR GP;

(G) the by-laws of SESCI 2023 shall be substantially in the form attached as **Schedule "H"**;

(H) the registered office of SESCI 2023 shall be located at the same address as that of the registered office of SESCI; and

(I) the amalgamated corporation will use the registration number of SESCI under Part IX of the *Excise Tax Act* (Canada);

(g) ICE GP LP shall be liquidated and dissolved in accordance with the following:

(i) all of the GP Units in ICE GP LP shall be transferred to ICE GP Corp, and all LP Units in ICE GP LP shall be transferred to BR LP, in each case for no consideration, ICE AB Inc. shall be terminated as general partner of ICE GP LP and ICE GP Corp shall be appointed as general partner of ICE GP LP in its place (the "**ICE AB Inc. Termination**"); and

(ii) in accordance with section 98(3) of the *Income Tax Act*:

(A) ICE GP Corp and BR LP shall assume all of the Liabilities of ICE GP LP on a *pro rata* basis;

(B) ICE GP LP shall distribute its entire interest in the GP Units held by ICE GP LP in ICE LP to ICE GP Corp, and its entire any other property to ICE GP Corp and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in ICE GP LP; and

(C) ICE GP LP shall be dissolved immediately thereafter pursuant to the Approval Orders under section 39(1) of the *Partnership Act*,

(the "**ICE GP LP Dissolution**"), and ICE GP Corp shall be appointed as general partner of ICE LP (the "**ICE GP Corp Appointment**");

(h) BR LP and BR GP shall transfer to ICE LP all of their respective undivided interests in FRI Property and the HE Property in exchange for 1,832 LP Units in ICE LP, proportionate to their respective undivided interests, which transfers shall be in accordance with subsection 97(2) of the *Income Tax Act* (the "**BR LP Contribution**");

(i) ICE LP shall transfer to ICE Ltd. all of its undivided interest in the Contracts included in the FRI Property and HE Property in exchange for 211 ICE Shares, which transfer shall be in accordance with subsection 85(1) of the *Income Tax Act* (the "**ICE LP Contribution**"); and

(j) With respect to the ULC:

(i) the sole issued and outstanding ULC Share, which was issued on the incorporation of the ULC, shall be redeemed for a redemption price equal to the subscription price therefor;

(ii) any BR LP Unit held by any Pre-Implementation Partner who is a Non-Resident shall be transferred to the ULC in exchange for an equal number of ULC Shares pursuant to subsection 85(1) of the *Income Tax Act*; and concurrently therewith

(iii) any Affected Claim Pool Unit or Interim Financing Pool Unit issued hereunder to a Person who is a Non-Resident shall be transferred to the ULC in exchange for an equal number of ULC Shares pursuant to subsection 85(1) of the *Income Tax Act*,

(such transfers being collectively referred to as the "**Non-Resident LP Unit Transfers**").

4.4 Elections under the *Income Tax Act*

(a) The applicable Debtors will elect under subsection 97(2) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfer of the FRI Property and the HE Property under Sections 4.3(b), 4.3(f)(iv) and 4.3(h) and execute and file such elections, documents and forms necessary to make such election within the time required.

(b) The applicable Debtors will elect under subsection 85(1) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfer of the Contracts under Sections 4.3(i), 4.3(f)(ii) and 4.3(f)(iv) and execute and file such elections, documents and forms necessary to make such election within the time required.

(c) The applicable Debtors will elect under subsection 98(3) of the *Income Tax Act* and any other relevant taxing statute with respect to the transfers under Sections 4.3(b)(iii), 4.3(c)(ii), 4.3(d)(iii), 4.3(e)(ii), 4.3(g)(ii), 4.3(i), 4.3(j)(ii) and 4.3(j)(iii), and execute and file such elections, documents and forms necessary to make such election within the time required.

4.5 Representations, Warranties and Covenants of New BR Limited Partners

Upon the conversion during Implementation of Affected Unsecured Claims into Affected Claim Pool Units and of Interim Financing Debt into Interim Financing Pool Units, each holder thereof shall be deemed to become party to the BR Limited Partnership Agreement as BR Limited Partners and to represent and warrant, and to covenant and agree to, the representations, warranties, covenants and agreements in section 2.10 of the BR Limited Partnership Agreement.

4.6 Unaffected Claims

Unaffected Claims will not be compromised or arranged by or receive any distributions or other consideration under this Proposal and no Unaffected Creditor shall be entitled to vote for or against the acceptance of this Proposal at the Creditors' Meeting on the basis of its Unaffected Claim.

4.7 Interest on Claims

Interest will not accrue or be paid on any Affected Unsecured Claim or Preferred Claim after or in respect of the period following the Filing Date and no Creditor with an Affected Claim will be entitled to any

interest in respect of such Affected Claim accruing on or after or in respect of the period following the Filing Date.

ARTICLE 5
ACTIONS DURING PROPOSAL PROCEEDINGS

5.1 Post-Filing Debts and Priority Governmental Claims arising after Filing Date

(a) During the Proposal Proceedings, the Debtors shall pay:

(i) Post-Filing Debts and Administration Costs; and

(ii) Priority Governmental Claims accruing arising on or after the Filing Date to the applicable Governmental Authorities,

in the ordinary course as such amounts become due and payable.

(b) The Trustee shall not have any responsibility for ensuring payment is made to any Person for or in respect of Post-Filing Debts, Administration Costs (other than for its counsel) or Priority Governmental Claims.

5.2 Creditors' Meeting

(a) The Creditors' Meeting shall be called by the Trustee following the filing of this Proposal with the Official Receiver in accordance with section 51 of the *BIA* and held at such time and place as established by the Trustee in consultation with the Debtors and the Official Receiver and may be adjourned in accordance with section 52 of the *BIA*. The chair of the Creditors' Meeting shall be the Official Receiver or its nominee.

(b) The Creditors' Meeting shall be held in accordance with the provisions of this Proposal, the *BIA*, directives issued by the Official Receiver and any Order of the Court and in accordance with any reasonable protocols relating to COVID-19 established by the Trustee that are consistent with the forgoing.

5.3 Acceptance by Affected Creditors

In order for this Proposal to be accepted by the Affected Creditors, the Required Majority of Affected Creditors voting in person, by proxy or by Voting Letter must have voted in favour of accepting this Proposal at the Creditors' Meeting.

5.4 Application for Approval Orders

If the Required Majority of Affected Creditors vote to accept this Proposal, the Trustee and Debtors shall as soon as reasonably possible jointly apply to the Court for the following Orders (collectively, the "**Approval Orders**"):

(a) the Trustee shall apply for an Order:

(i) declaring that the Proposal has been accepted by the Required Majority of Affected Creditors in conformity with the *BIA*, the Debtors have complied with the provisions of the *BIA*, and that the Proposal is fair and reasonable and calculated to the benefit of the general body of Affected Creditors;

(ii) approving this Proposal pursuant to section 58 of the *BIA* and declaring that all associated steps, compromises and releases effected thereby are approved, binding and effective on the Debtors, the Affected Creditors and all other Persons affected by this Proposal as of Implementation; and

(iii) grant to the Trustee, in addition to its rights and obligations under the *BIA*, the powers, duties and protections contemplated by and required under this Proposal and authorize and direct the Trustee to perform its duties and fulfil its obligations under this Proposal to facilitate the Implementation;

(b) the Debtors shall apply for an Order:

(i) declaring that upon Implementation, all steps, transfers, assumptions, distributions, contributions, transactions, arrangements, assignments and reorganizations effected under Section 4.3 shall be deemed to have occurred in the sequential order stipulated in Section 6.3 and to be valid, binding and effective, including:

(A) the FRI Property Consolidation, the FRI GP LP Termination and the FRI LP Dissolution;

(B) the FRI Inc. Termination and the FRI GP LP Dissolution;

(C) the HE Property Consolidation, the HE GP LP Termination and the HE LP Dissolution;

(D) the HE Inc. Termination and the HE GP LP Dissolution;

(E) the Corporate Arrangement, including the BR GP 2023 Amalgamation, the HE Share Transfer, the ICE GP Corp Amendment, the ICE AB Share Transfer, and the SESCI 2023 Amalgamation;

(F) the ICE AB Inc. Termination, the ICE GP LP Dissolution and the ICE GP Corp Appointment;

(G) the BR LP Contribution and the ICE LP Contribution; and

(H) the Non-Resident LP Unit Transfers;

(ii) dispensing with:

(A) any requirement of ICE AB Inc., FRI Inc., HE Inc. to provide Affiliate Shareholders with notice of the Corporate Arrangements;

(B) any requirement of ICE AB Inc., FRI Inc., HE Inc., BR GP or SESCI to call, hold and conduct a meeting of Affiliate Shareholders to consider and approve the Corporate Arrangements; and

(C) any right of any Affiliate Shareholder to dissent in respect of the Corporate Arrangements;

(iii) authorizing and directing BR GP, ICE GP and SESCI 2023 to file with the Registrar the BR GP 2023 Articles, ICE GP Corp Articles and SESCI Articles, and BR GP and ICE GP Corp to file with the Registrar all documentation under the

Partnership Act required in connection with the FRI LP Dissolution, FR GP LP Dissolution, HE LP Dissolution, HE GP LP Dissolution and ICE GP LP Dissolution;

(iv) declaring that the stay of proceedings under section 69.1 of the *BIA* is extended in respect of the Debtors and the Directors to and including Implementation; and

(v) staying the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Debtor, Released Party or Director in respect of any Claims or Liabilities settled or released pursuant to Sections 7.2, 7.3(a), or 7.4;

(c) the Trustee and Debtors shall jointly apply for an Order:

(i) declaring that effective upon Implementation, the sole right of any Affected Creditor in respect of any Affected Claim is to receive the distributions provided for in Sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m);

(ii) declaring that effective upon Implementation, all Contracts shall be and remain in full force and effect, unamended, and no Counterparty thereto on or following Implementation shall accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:

(A) of any event which occurred prior to, and not continuing after, Implementation or which is or continues to be suspended or waived under this Proposal, which would have entitled a Counterparty to enforce those rights or remedies;

(B) that any Debtor has sought or obtained relief or has taken steps as part of this Proposal under the *BIA* or *ABCA*;

(C) of any default or event of default arising as a result of the financial condition or insolvency of any Debtor; and

(D) of the restructurings, reorganizations and other effects on any Debtor of the steps and transactions contemplated by this Proposal;

(iii) declaring that the Debtors and the Trustee shall be authorized, in connection with the taking of any step or transaction or performance of any function under or in connection with this Proposal, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith;

(iv) authorizing the Trustee to perform its functions and fulfil its obligations under this Proposal to facilitate the Implementation;

(v) declaring that upon completion by the Trustee of its duties and obligations under this Proposal, the *BIA* and any Orders, the Trustee may file with the Court a certificate stating that all of its duties under this Proposal, the *BIA* and any Orders

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

(vi) declaring that upon payment in full or the making of provision for all debt secured by the *BIA* Charges, and the Trustee filing a certificate with the Court confirming such payment or provision, such *BIA* Charges shall be discharged and released; and

(vii) declaring that the Debtors, the Trustee or any other interested Person may apply to the Court for advice and direction in respect of any matter arising from or under this Proposal.

5.5 Conditions Precedent to Implementation

(a) The Implementation of this Proposal shall be conditional upon the fulfillment and satisfaction, or waiver in accordance with Section 5.5(b), of the following conditions precedent (collectively, the "**Conditions Precedent**"):

(i) this Proposal shall have been approved by the Required Majority of the Affected Creditors;

(ii) the Court shall have granted the Approval Orders;

(iii) the operation and effect of the Approval Orders shall not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Approval Orders shall have expired and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate Court;

(iv) the Implementation Deliveries contemplated by Section 6.2 shall have been completed;

(v) the First Amending Agreement shall have been approved by Special Resolution of the BR Limited Partners and executed by BR GP for and on behalf of the BR Limited Partners; and

(vi) the Executives, BR LP and BR GP shall have executed and delivered the Executive Amending Agreements and the Trustee shall have consented to such agreements.

(b) The Debtors may, with the prior written consent of the Trustee, waive in whole or in part the satisfaction of the conditions set out in Section 5.5(a)(iii) and 5.5(a)(v).

5.6 Second Amending Agreement

(a) Subject to Section 5.6(b), prior to Implementation, BR GP shall send a written notice to the Pre-Implementation Limited Partners (the "**Special Resolution Notice**") requesting that they execute in counterpart and deliver to BR GP counterpart of a Special Resolution consenting to and approving the Second Amending Agreement (the "**Special Amending Resolution**"), which notice shall set out the reasons for the Second Amending Agreement and the Second Amending Resolution and shall attach the form of the Special Amending Resolution, a copy of the draft Second Amending Agreement and a copy of this Proposal.

(b) If BR GP determines that it is necessary or desirable to call a special meeting of the BR Limited Partners to consider and vote upon the Special Amending Resolution, BR GP shall send a written notice to the BR Limited Partners calling a special meeting for such purpose in accordance with the requirements of the BR Limited Partnership Agreement, stating the date, time and coordinates of such meeting, the general nature of the business to be transacted at such meeting, and attaching a copy of the draft Second Amending Agreement, the proposed Special Amending Resolution, and this Proposal.

(c) This Proposal shall be deemed to be written notice to the BR Limited Partners holding Affected Claim Pool Units and Interim Financing Pool Units requesting of the Special Amending Resolution pursuant to Section 5.8(a) or of a special meeting pursuant to Section 5.8(b), such Persons shall be deemed to have waived any additional notice period in respect of such Special Amending Resolution or special meeting and to have appointed BR GP as their attorney for the purposes of executing one or more counterparts of the Special Amending Resolution approving the Special Amending Resolution for and on behalf of such BR Limited Partners.

5.7 Condition Subsequent to Implementation

The Implementation shall be subject to the condition subsequent that, by no later than the Special Resolution Deadline, the Required LP Majority of BR Limited Partners shall have executed and delivered to BR GP counterparts consenting and approving, or shall have voted in favour of, the Special Amending Resolution (the "**Condition Subsequent**"). In the event that the Condition Subsequent is not satisfied by the Special Resolution Deadline, the Implementation, all steps taken pursuant to Section 6.3, including the conversion of the Affected Unsecured Claims into Affected Claim Pool Units and the Interim Financing Debt into Interim Financing Pool Units, and the provisions of Sections 7.1 to 7.3, shall be deemed to be reversed and shall be of no further force or effect, and this Proposal shall terminate.

5.8 Trustee Certificates

(a) Upon the satisfaction or waiver of the Conditions Precedent set out in Sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(iii) and 5.5(a)(v), and the completion of the Implementation Deliveries contemplated by Section 6.2, the Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "I"** stating that such conditions have been satisfied or waived, as applicable.

(b) Upon completion of the Implementation, the Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "J"** stating that the Implementation of this Proposal has been completed and that the Debtors have complied with and satisfied the obligations under this Proposal that they were required to satisfy by and including the Implementation Date.

(c) The Trustee shall file with the Court and post on its website a certificate in substantially the form attached hereto as **Schedule "K"** stating whether or not the Condition Subsequent was satisfied by the Special Resolution Deadline.

ARTICLE 6
IMPLEMENTATION OF PROPOSAL

6.1 Corporate and Partnership Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Proposal involving corporate or partnership action of a Debtor will occur and be effective as of the

Implementation, and will be authorized and approved under this Proposal and the Approval Orders, where appropriate, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of, or partners in, a Debtor. All necessary approvals to take actions shall be deemed to have been obtained from the directors or shareholders of or partners in a Debtor, as applicable.

6.2 Deliveries Prior to Implementation

Upon the satisfaction of the Conditions Precedent in Sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(v) and 5.5(a)(vi), the Debtors shall deliver or cause to be delivered to the Trustee the following (the "**Implementation Deliveries**"):

(a) the Debtors shall deliver, or cause to be delivered, to the Trustee an amount equal to the Implementation Cash Amount, which the Trustee will hold in trust for distribution upon Implementation in accordance with Sections 4.2, 6.3(a) and 6.3(j) provided that if Implementation does not occur by the Outside Date, the Trustee will return such amount to the Debtors or the Interim Agent, subject to deducting therefrom and paying or making provision for the Administration Costs;

(b) BR LP shall deliver to the Trustee BR LP Unit Certificates representing:

(i) the Affected Claim Pool Units which the Affected Unsecured Creditors and ULC are entitled to under Sections 4.1(a)(ii)(A), 4.1(a)(ii)(B) and 4.1(f) based on their respective Interest Component Entitlements and Principal Component Entitlements; and

(ii) the Interim Financing Pool Units which the Interim Lenders and ULC are entitled under Sections 4.1(a)(iii)(A), 4.1(a)(iii)(B) and 4.1(f) based on their respective Interest Component Entitlements and Principal Component Entitlements,

which the Trustee shall hold in trust for distribution upon Implementation in accordance with Sections 6.3(b), 6.3(k), 6.3(l) and 6.3(m); and

(c) the ULC shall have delivered to the Trustee that number of ULC Shares equal to the aggregate number of Affected Claim Pool Units and Interim Financing Pool Units issued to Affected Unsecured Creditors and Interim Lenders who are Non-Residents and BR LP Units held by Pre-Implementation Partners who are Non-Residents.

6.3 Steps on Implementation

Upon the satisfaction of the Conditions Precedent in Section 5.5, the following steps shall be taken and effected to implement the transactions contemplated by this Proposal (such implementation steps being collectively referred to as the "**Implementation**"), and such steps shall be deemed to occur and be taken and effected immediately in the following sequence and order, without any further act or formality, on the Implementation Date beginning at the Implementation Time:

(a) first, that portion of the Implementation Cash Amount to be distributed in respect of Priority Employee Claims to Employees pursuant to Section 4.2(b)(ii) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4, the Priority Employee Claims shall be deemed to be fully satisfied;

(b) second, the issuance of one (1) BR LP Unit to the ULC shall become effective;

(c) third, in sequential order:

(i) the FRI Property Consolidation shall become effective;

(ii) the FRI GP LP Termination shall become effective; and

(iii) the FRI LP Dissolution shall become effective;

(d) fourth, in sequential order:

(i) the FRI Inc. Termination shall become effective;

(ii) the FRI GP LP Dissolution shall become effective; and

(iii) the BR GP Amalgamation shall become effective;

(e) fifth, in sequential order:

(i) the HE Property Consolidation shall become effective;

(ii) the HE GP LP Termination shall become effective; and

(iii) the HE LP Dissolution shall become effective;

(f) sixth, in sequential order:

(i) the HE Inc. Termination shall become effective; and

(ii) the HE GP LP Dissolution shall become effective;

(g) seventh, in sequential order:

(i) the HE Share Transfer shall become effective;

(ii) the ICE GP Corp Amendment shall become effective;

(iii) the ICE AB Inc. Termination shall become effective;

(iv) the ICE GP LP Dissolution shall become effective; and

(v) the ICE GP Corp Appointment shall become effective;

(h) eighth, in sequential order:

(i) the ICE AB Share Transfer shall become effective; and

(ii) the SESCI 2023 Amalgamation shall become effective;

(i) ninth, in sequential order:

(i) the BR LP Contribution shall become effective; and

(ii) the ICE LP Contribution shall become effective;

(j) tenth, that portion of the Implementation Cash Amount to be distributed in respect of:

(i) the Administration Costs shall be paid by the Trustee;

(ii) the Priority Governmental Claims which arose prior to the Filing Date, and any Priority Governmental Claims which arose subsequent to the Filing Date that remain unpaid immediately prior to the Implementation Date, shall become releasable by the Trustee to the applicable Governmental Authority; and

(iii) the Preferred Claims pursuant to Section 4.2(b)(iii) shall become releasable by the Trustee to the Preferred Creditors, and upon such portion becoming releasable, the Preferred Claims shall be deemed to be fully satisfied;

(k) eleventh, the conversion of the Interest Amounts owing to the Affected Unsecured Creditors and Interim Lenders shall become effective and the BR LP Unit Certificates representing the Affected Claim Pool Units and Interim Financing Pool Units to be distributed pursuant to Sections 4.1(a)(ii)(A) and 4.1(a)(iii)(A) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4 such Interest Amounts shall be deemed to be fully satisfied and the Affected Unsecured Creditors and Interim Lenders entitled thereto shall be deemed to be BR Limited Partners pursuant to such Affected Claim Pool Units and Interim Financing Pool Units, whether or not they have received such BR LP Unit Certificates, provided that any Affected Unsecured Creditors or Interim Lenders who are Non-Residents shall be deemed to have authorized and directed the Trustee to hold their BR LP Unit Certificates until the Non-Resident LP Unit Transfers become effective;

(l) twelfth, the conversion of the Principal Amounts owing to the Affected Unsecured Creditors and Interim Lenders shall become effective and the BR LP Unit Certificates representing the Affected Claim Pool Units and Interim Financing Pool Units to be distributed pursuant to Sections 4.1(a)(ii)(B) and 4.1(a)(iii)(B) shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4, and upon the Trustee being authorized to make such distribution under Section 6.4 such Principal Amounts shall be deemed to be fully satisfied and the Affected Unsecured Creditors and Interim Lenders entitled thereto shall be deemed to be BR Limited Partners pursuant to such Affected Claim Pool Units and Interim Financing Pool Units, whether or not they have received such BR LP Unit Certificates, provided that any Affected Unsecured Creditors or Interim Lenders who are Non-Residents shall be deemed to have authorized and directed the Trustee to hold their BR LP Unit Certificates until the Non-Resident Unit Transfers become effective; and

(m) thirteenth, the Non-Resident LP Unit Transfer shall become effective, the issuance of the ULC Shares to the Affected Unsecured Creditors and Interim Lenders who are Non-Residents shall become effective, the BR LP Unit Certificates in respect of the Affected Claim Pool Units and Interim Financing Pool Units transferred thereby shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4 to the ULC, and the ULC Share Certificates shall become releasable and may thereafter be distributed by the Trustee in accordance with Section 6.4 to the Affected Unsecured Creditors, Interim Lenders and Pre-Implementation Partners who are Non-

Residents, each of whom shall be deemed to be ULC Shareholders whether or not they received such ULC Share Certificates.

6.4 Distributions by the Trustee

As soon as reasonably practicable following the later of:

(a) the Implementation Date; or

(b) the satisfaction of the Condition Subsequent,

the Trustee shall make reasonable commercial efforts to effect the distributions of the Implementation Cash Amounts contemplated by Sections 6.3(a) and 6.3(j) and the distributions of the BR LP Unit Certificates and ULC Share Certificates contemplated by Sections 6.3(k), 6.3(l) and 6.3(m).

6.5 Withholding Taxes

The Trustee shall be entitled to deduct and withhold from any distribution to any Affected Creditor under this Proposal any amounts required to be deducted and withheld therefrom under the provisions of the *Income Tax Act* and any corresponding provisions of provincial law, and remit such amounts to the applicable Governmental Authority, and such withheld, deducted and remitted amount shall be treated for all purposes of this Proposal as having been paid to such Affected Creditor as the remainder of the payment in respect of which such withholding and deduction were made.

6.6 Post Proposal Period Equity Funding

For greater certainty, nothing in this Proposal shall prevent BR LP from, after the Implementation Date, obtaining additional equity funding pursuant to subscriptions for and issuance of additional BR LP Units in accordance with the BR Limited Partnership Agreement.

ARTICLE 7
EFFECT OF IMPLEMENTATION OF PROPOSAL

7.1 Binding Effect of this Proposal

(a) This Proposal shall become binding upon the Debtors upon satisfaction of the Conditions Precedent in Sections 5.5(a)(i) and 5.5(a)(ii).

(b) Effective upon Implementation, this Proposal shall become binding upon all Affected Creditors, Employees with Priority Employee Claims, Governmental Authorities with Priority Governmental Claims, Interim Lenders with Interim Financing Debt and their respective heirs, executors, administrators, legal personal representatives, successors and assigns, and the distributions and conversions provided for in Sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m) shall fully, finally and completely satisfy any and all Affected Claims, Priority Employee Claims, Interim Financing Debt and Priority Governmental Claims.

(c) All Affected Creditors, BR Limited Partners and Affiliate Shareholders will provide such acknowledgements, agreements, discharges or other documentation as may be requested by the Debtors or the Trustee in writing and as are necessary to give effect to the intent of this Proposal.

7.2 Effect of Proposal on Contracts

Upon Implementation, notwithstanding the term or condition of any Contract entered into before the Filing Date to which a BR Entity is party:

(a) any breach or default under such Contract that occurred prior to the Filing Date that related to a payment default or that is contemplated by subsections 65.1(1) and (2) of the *BIA* shall be deemed to have been cured and shall continue to be binding upon and enforceable against the Counterparty thereto;

(b) any such Contract shall be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal; and

(c) in the event of any conflict or inconsistency between the terms of this Proposal and the terms of any such Contract, the terms of this Proposal shall govern.

7.3 Releases

Effective on Implementation:

(a) the Debtors shall be released from:

(i) all Affected Unsecured Claims, Preferred Claims, Priority Employee Claims, Priority Governmental Claims and Interim Financing Debt, and all Security therefor and rights, remedies and recourses based thereon shall be irrevocably and forever discharged, extinguished, released and barred, and any and all proceedings, orders, judgments, executions, garnishments, charges or actions in respect of such Claims shall be deemed to be extinguished, discharged, dismissed, vacated and of no force or effect, in law or in equity, on or against the Debtors or any of their Property, other than the Debtors' duty to fully perform their obligations under this Proposal, including to cause the distributions contemplated by Sections 4.1 and 4.2; and

(ii) all Equity Claims and all rights, remedies and recourses based thereon shall be fully, finally, irrevocably and forever, discharged, extinguished, released, cancelled and barred and any and all proceedings, orders, judgments, executions, garnishments, charges or actions in respect of such Claims shall be deemed to be extinguished, discharged, dismissed, vacated and of no force or effect, in law or in equity, on or against the Debtors or any of their Property;

(b) the Trustee, counsel for the Trustee and counsel for the Debtors, and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants (each being herein referred to individually as a "**Released Party**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, liens and other recoveries on account of any Liabilities arising from this Proposal, the Proposal Proceedings, the operation or administration of the Debtors during the Proposal Proceedings or the manner in which any Person is affected by or under this Proposal, the Proposal Proceedings, the Approval Orders or any other Order, other than arising as a result of gross negligence or wilful misconduct of a Released Party; and

(c) the Directors shall be released from any and all Director Claims of any kind whatsoever and all such Director Claims shall be forever released, discharged and barred, provided that such release shall not release any Director or Officer from any Liabilities that:

(i) relate to contractual rights of one or more Creditors arising from contracts with such Director; or

(ii) are based on allegations of misrepresentation made by such Director or on wrongful or oppressive conduct by such Director.

7.4 Completion of Proposal and Discharge of Trustee

Upon completion of the distributions contemplated by Article 6, this Proposal shall be fully performed and the Trustee shall file with the Court and post on its website a certificate confirming such full performance. Thereafter, the Trustee may apply for its discharge.

7.5 Sections 95 to 101 of the *BIA*

In conformity with section 101.1 of the *BIA*, sections 95 to 101 of the *BIA* and any provincial statute related to preference, fraudulent conveyance, transfer at undervalue, or the like shall not apply to this Proposal.

ARTICLE 8
MISCELLANEOUS

8.1 Modification of Proposal

(a) Subject to the prior consent of Trustee, acting reasonably, the Debtors reserve the right, at any time and from time to time, to amend, restate, modify and/or supplement this Proposal, provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to the Creditors' Meeting, posted on the Trustee's website; and (ii) if made following the Creditors' Meeting, approved by the Court.

(b) Notwithstanding Section 8.1(a), any amendment, restatement, modification or supplement of this Proposal may be made by the Debtors with the prior consent of the Trustee, acting reasonably, and pursuant to an Order following the issuance of the Approval Orders, provided that it concerns a matter which, in the opinion of the Debtors and the Trustee, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Proposal and the Approval Orders or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the general body of Affected Creditors.

(c) Any amendment, restatement, modification or supplement of this Proposal filed with the Court and, if required by this Section, approved by the Court shall for all purposes be and be deemed to be a part of and incorporated in this Proposal.

8.2 Non-Implementation

If Implementation does not occur by the Outside Date:

(a) this Proposal shall be null and void in all respects; and

(b) nothing contained in this Proposal, and no acts taken in preparation for Implementation of this Proposal, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against any Debtor or any other Person; (ii) prejudice in any manner the rights of any Debtor or other Person in any further proceedings involving the Debtors; or (iii) constitute an admission of any sort by the Debtors or any other Person.

8.3 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by receipted email (except for Proofs of Claim which may only be sent by personal delivery, receipted email or registered mail) addressed to the respective parties as follows:

(a) if to the Debtors:

324, 370, 5222 – 130 Avenue SE
Calgary, Alberta T2Z 0G4
Attention: James Lawson
Email: jlawson@icehealthsystems.com

With a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Ave SW
Calgary, Alberta T2P 4K9
Attention: Tom Cumming / Stephen Kroeger
Email: tom.cumming@gowlingwlg.com / stephen.kroeger@gowlingwlg.com

(b) if to a Creditor, to the address or email address for such Creditor specified in the Proof of Claim filed by Creditor or, if no Proof of Claim has been filed, to such other address or email address at which the notifying party may reasonably believe that such Creditor may be contacted;

(c) if to a Counterparty (other than a Creditor), to the address or email address at which the notifying party may reasonably believe that such Counterparty may be contracted; and

(d) if to the Trustee:

KPMG Inc.
#3100 – 205 5 Ave SW
Calgary, Alberta T2P 4B9
Attention: Neil A. Honess Ph.D, CIRP
Email: neilhoness@kpmg.ca

With a copy to:

Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta, Canada T2P 1N2
Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

or to such other address or email address as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by receipted email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by email or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

8.4 Severability

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

8.5 Capacity of the Trustee

KPMG Inc. is solely acting in its capacity as Trustee under the *BIA*, the Proposal Proceedings and this Proposal, and not in its personal or corporate capacity, and will not be responsible or liable for any Claims against or Liabilities of the Debtors.

8.6 Electronic Signatures

This Proposal may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission, and such execution, delivery and transmission will be a legally execution and delivery by the Debtors.

[the remainder of this page is intentionally blank]

DATED at the City of Calgary, in the Province of Alberta, this 13th day of January, 2023.

BR Capital Limited Partnership, by its general partner, **BR Capital Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

BR Capital Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Limited Partnership, by its general partner **ICE Health Systems GP Limited Partnership**, by its general partner **ICE Health Systems Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems GP Limited Partnership, by its general partner **ICE Health Systems Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International Limited Partnership, by its general partner **First Response International GP Limited Partnership**, by its general partner **First Response International Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International GP Limited Partnership, by its general partner **First Response International Inc**.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

First Response International Inc.
By:
James Lawson
James Lawson (Jan 13, 2023 09:29 MST)
Name: James E. Lawson
Title: Chief Financial Officer

Health Education Limited Partnership, by its general partner **Health Education GP Limited Partnership**, by its general partner **Help General Partner Inc**.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Help General Partner Inc.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

ICE Health Systems Ltd.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

SESCI Health Services Inc.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Health Education GP Limited Partnership, by its general partner **Help General Partner Inc**.
By:

James Lawson
James Lawson (Jan 13, 2023 09:29 MST)

Name: James E. Lawson
Title: Chief Financial Officer

Schedule “A”
First Amending Agreement

See attached.

BR CAPITAL LIMITED PARTNERSHIP

FIRST PARTNERSHIP AMENDING AGREEMENT

Made the 8th day of December, 2022

BETWEEN:

> **BR CAPITAL INC.**, a corporation created pursuant to the law of Alberta, as general partner
>
> and
>
> Each of the Limited Partners (as defined below)

CONTEXT:

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

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Amending Agreement**" means this amending agreement, as it may be amended, extended, renewed or restated by written agreement between the Parties.

(b) "**Parties**" means the General Partner and Limited Partners.

(c) "**Person**" will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, and a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind.

1.2 Certain Rules of Interpretation

(a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" or "includes" in this Amending Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.

(c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of this Amending Agreement or the Partnership Agreement.

(d) Unless otherwise specified, any reference in this Amending Agreement to any statute includes all regulations and ministerial orders made in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 **Governing Law**

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

1.4 **Entire Agreement**

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

ARTICLE 2
AMENDMENTS TO THE PARTNERSHIP AGREEMENT

2.1 **Amendments to the term "Agreement" and related terms**

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

2.2 **Amendments to Section 1.1**

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

"(j) "**Extraordinary Resolution**" means:

(i) a resolution passed by 90% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 90% of the issued and outstanding Units;

(z) "**Ordinary Resolution**" means:

(i) a resolution passed by a majority of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least a majority of the issued and outstanding Units;

(aa) "**Special Resolution**" means:

(i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or

(ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 66 2/3% of the issued and outstanding Units;

2.3 **Amendment to Section 2.6**

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

> "The Partnership shall maintain its head office and mailing address, and the General Partner shall maintain its registered office and mailing address, at the address set out in Section 12.2(a). The General Partner may change the head office or any mailing address of the Partnership and the registered office or any mailing address of the General Partner from time to time, provided that the General Partner shall notify the Limited Partners of such change in writing within 30 days thereof."

2.4 **Amendment to Section 10.2**

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

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

2.5 **Amendment to Section 10.3**

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

> "Notice of any meeting will be given by the General Partner to each Limited Partner in accordance with Section 12.2 not less than 7 days and not more than 60 days prior to such meeting, and shall state:
>
> (a) the time, date and place of such meeting, or if such meeting is to take place by way of Zoom, Microsoft Teams, Webex or similar web based

electronic meeting system, the website address and login and password requirements to participate in such meeting; and

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

2.6 **Amendment to Section 10.6**

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

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

2.7 **Section 10.15**

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

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

2.8 **Amendment to Section 10.16(b)**

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

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

2.9 **Amendment to Section 10.17(b)**

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

"(b) which does not require a Special Resolution or an Extraordinary Resolution will, other than as otherwise provided in this Agreement, be decided by an Ordinary Resolution on a show of hands unless a poll is

required by the General Partner or demanded by a Limited Partner, in which case a poll will be taken;"

2.10 **Amendment to Section 12.2**

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

"(a) Notice to the General Partner:

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

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

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

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

(b) Notice to the Limited Partners:

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

ARTICLE 3
GENERAL

3.1 Partnership Agreement

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

3.2 Severability

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

3.3 Amendment and Waiver

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

3.4 Further Assurances

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

3.5 Electronic Signatures and Delivery

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BR CAPITAL INC., as General Partner
By:

_____
Name:
Title:

BR CAPITAL INC., as General Partner, for and on behalf of the Limited Partners
By:

_____
Name:
Title

Schedule “B”
Second Amending Agreement

See attached.

BR CAPITAL LIMITED PARTNERSHIP

SECOND PARTNERSHIP AMENDING AGREEMENT

Made the ● day of ●, 2023

BETWEEN:

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

and

Each of the Limited Partners (as defined below)

CONTEXT:

A. Under the limited partnership agreement dated February 28, 2006 (which, as amended December 7, 2022, is referred to herein as the "**Partnership Agreement**") between BR Capital Inc. as general partner (in such capacity, the "**General Partner**") and Peter Hoven and certain other Persons as limited partners (collectively, together with any Persons who subsequently became limited partners, the "**Limited Partners**"), the parties created a limited partnership carrying business under the name BR Capital Limited Partnership (the "**Partnership**"). The Partnership directly or indirectly owns all of the limited partnership units in three limited partnerships, and all of the shares in certain corporations (collectively, the "**Affiliates**"), which carry on the business of developing and licensing software systems to support dental practices and medical information systems (the "**Business**").

B. Under the Partnership Agreement, Taxable Income and Tax Losses for any Fiscal Year were allocated, and distributions of Taxable Income and Capital Distributions were made on the basis of the proportion of each Limited Partner's capital contributions to the aggregate of all capital contributions by Limited Partners (the "**Original Allocation Model**").

C. The Business has suffered significant cash flow and financial difficulties over a number of years and in particular since the beginning of the global COVID 19 pandemic, and as a result the indebtedness of the Partnership and its Affiliates exceeded the realizable value of their assets.

D. In order to resolve the financial difficulties of the Partnership and its Affiliates, the Partnership and the material Affiliates (collectively, the "**Proposal Parties**") filed notices of intention to file a proposal under the *Bankruptcy and Insolvency Act*, RSC 1985, c C-8, as amended (the "***BIA***"). Pursuant to a proposal of the Proposal Parties under the *BIA* (the "**Proposal**", and the proceedings commenced by the NOIs being the "**Proposal Proceedings**"), the majority of the indebtedness of the Proposal Parties was converted into newly issued Units and additional Units were issued to certain Persons providing funding in during the Proposal Proceedings (such indebtedness being the "**Converted Debt**", such conversion being the "**Conversion**", the issuance of new Units to such funders being the "**Proposal Funding Issuance**", the Units issued to the Persons under the Conversion and Proposal Funding Issuance being the "**New Units**", the Persons holding the New Units being the "**New Limited Partners**") and the Limited Partners immediately before the Conversion being the "**Pre-Conversion Limited Partners**"), whereby the New Limited Partners held 80% of the issued and outstanding Units in the Partnership and the Pre-Proposal Limited Partners held 20% of the issued and outstanding Units in the Partnership.

E. Because the Original Allocation Model would allocate significantly more Taxable Income, Tax Losses and capital contributions to the Pre-Conversion Limited Partners than to the New Limited Partners, notwithstanding that the Pre-Conversion Limited Partners only held 20% of the issued and outstanding Units in the Partnership, a Special Resolution was deemed to have been approved under the Proposal immediately following its Implementation (as such term is defined in the Proposal), under which the Partnership Agreement was amended by this Amending Agreement to replace the Original Allocation Model such that Taxable Income

and Tax Losses for any Fiscal Year were allocated, and distributions of Taxable Income and Capital Distributions were made, on the basis of the proportion of each Limited Partner's Units to all of the issued and outstanding Units.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Amending Agreement**" means this amending agreement, as it may be amended, extended, renewed or restated by written agreement between the Parties.

(b) "**Parties**" means the General Partner and Limited Partners.

(c) "**Person**" will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, and a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind.

1.2 Certain Rules of Interpretation

(a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" or "includes" in this Amending Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.

(c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of this Amending Agreement or the Partnership Agreement.

(d) Unless otherwise specified, any reference in this Amending Agreement to any statute includes all regulations and ministerial orders made in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 Governing Law

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

1.4 Entire Agreement

This Amending Agreement, together with the Partnership Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements,

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

ARTICLE 2
AMENDMENTS TO THE PARTNERSHIP AGREEMENT

2.1 Amendments to the term "Agreement" and related terms

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

2.2 Amendments to Section 1.1

(a) The following subsections containing new definitions are added to section 1.1 of the Partnership Agreement, and inserted in alphabetical order:

"(f.1) "**Capital**" means any money or other property, valued at fair market value, contributed by a Limited Partner to the Partnership;

(f.2) "**Capital Account**" means, with reference to a Limited Partner, the aggregate amount from time to time equal to the amount of Capital contributed by such Limited Partner to the Partnership, plus such Limited Partner's *Pro Rata* Share of any Net Income, less such Limited Partner's *Pro Rata* Share of any Net Loss, and less such Limited Partner's *Pro Rata* Share of any distributions of Net Income;

(z.1) "***Pro Rata* Share**" means, at any time, a Limited Partner's proportionate interest in the Partnership based on the proportion of such Limited Partner's Units to all issued and outstanding Units;"

(b) Subsections 1.1(g) (the definition of Capital Contribution), 1.1(m) (the definition of General Partner Incentive Allocation) and 1.1(v) (the definition of Management Fee) of the Partnership Agreement are deleted.

(c) Subsections 1.1(b) and 1.1(n) are amended as follows, whereby the underlined words are added and the crossed out words are deleted:

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

(n) "**Gross Revenue**" means, for a particular period, the aggregate of all amounts received during such period from all sources by the Partnership, but excluding any Capital ~~Contribution~~ or other equity investment in the

Partnership and any debt financing secured by the Partnership in the ordinary course of business;"

2.3 **Amendment to Section 3.7**

Section 3.7 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

"~~In addition to the General Partner Incentive Allocation, the~~ 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."

2.4 **Amendment to Section 4.4**

Section 4.4 of the Partnership Agreement is amended as follows, whereby the crossed out words are deleted:

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

2.5 **Amendment to Subsection 6.7(b)**

Subsection 6.7(b) of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

"(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 Account ~~Contribution~~ and particulars of registration and assignment of Units;"

2.6 **Amendment to Subsection 6.15(d)(iv)**

Subsection 6.15(d)(iv) of the Partnership Agreement is amended as follows, whereby the crossed out words are deleted:

> "(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."

2.4 **Amendment to Section 7.1**

Subsection 7.1 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "7.1 **Capital ~~Contribution~~**
>
> The initial capital of the Partnership shall be the aggregate amount of the Capital ~~capital~~ contributed by the General Partner and the Initial Limited Partner. The initial Capital ~~Contribution~~ of the General Partner is $1.00. The initial Capital ~~Contribution~~ of the Initial Limited Partner is $10.00."

2.7 **Amendments to Subsections 7.4(a)(i)(B) and 7.4(a)(ii)**

Subsections 7.4(a)(i)(B) and 7.4(a)(ii) of the Partnership Agreement are amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "(i) (B) 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 each Limited Partner's *Pro Rata* Share ~~the Limited Partners' Capital Contribution, on a *pro rata* basis~~.
>
> (ii) Tax Loss for any Fiscal Year shall be allocated entirely to the Limited Partners in accordance with the *Pro Rata* Share of each Limited Partner. ~~the Limited Partners Capital Account up to the amount of each Limited Partner's Capital Contribution, on a *pro rata* basis.~~"

2.8 **Amendment to Subsection 7.5(a)(v)(2)**

Subsection 7.5(a)(v)(2) of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "(2) NINETY NINE POINT NINE (99.9%) PERCENT to the Limited Partners in accordance with each Limited Partner's *Pro Rata* Share ~~the Limited Partners' Capital Contribution, on a *pro rata* basis~~."

2.9 **Amendment to Section 7.7**

Section 7.7 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "A separate ~~capital account~~ Capital Account shall be established and maintained on the books of the Partnership for each Limited Partner."

2.10 **Amendment to Section 7.9**

Section 7.9 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

> "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."

2.11 **Amendment to Section 7.12**

Section 7.12 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

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

ARTICLE 3
GENERAL

3.1 **Partnership Agreement**

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

3.2 **Severability**

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

3.3 **Amendment and Waiver**

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

3.4 **Further Assurances**

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

3.5 **Electronic Signatures and Delivery**

This Amending Agreement and any counterpart of it may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or

other functionally equivalent electronic means of transmission, and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BR CAPITAL INC., as General Partner
By:

_____
Name:
Title:

BR CAPITAL INC., as General Partner,
for and on behalf of the Limited Partners
By:

_____
Name:
Title

Schedule “C”
BR GP 2023 Articles

See attached.

Articles Of Amalgamation

Business Corporations Act

1. **Name of Amalgamated Corporation**

BR CAPITAL (2023) INC.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Share Structure Schedule attached hereto.

3. **Restrictions on share transfers (if any):**

No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 15

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

No Restrictions.

6. **Other provisions (if any):**

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.

7.

Name of Amalgamating Corporations	**Corporate Access Number**
First Response International Inc.	2012279010
BR Capital Inc.	2011933401

Name of Person Authorizing *(please print)*

Signature

Title *(please print)*

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMALGAMATION

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
BR CAPITAL (2023) INC.	

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving BR Capital Inc., First Response International Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General Partner Inc. and SESCI Health Services Inc. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 193 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the amalgamation of BR Capital Inc. and First Response International Inc. to form BR Capital (2023) Inc.

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “D”
Bylaws of BR GP 2023

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

BR CAPITAL (2023) INC.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the Shareholders in accordance with the Act on _____, 2023.

[Placeholder for FRI Inc. Shareholders and BR GP Shareholders signature blocks]

Schedule “E”
ICE GP Corp. Articles

See attached.

BUSINESS CORPORATIONS ACT FORM 4

ALBERTA REGISTRIES **ARTICLES OF AMENDMENT**

1. **NAME OF CORPORATION**	2. **CORPORATE ACCESS NO.**
HELP GENERAL PARTNER INC.	2011383292

3. **THE ARTICLES OF THE ABOVE NAMED CORPORATION ARE AMENDED AS FOLLOWS:**

Pursuant to Section 192(2) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are hereby amended as follows:

(a) by changing the name of the Corporation from HELP GENERAL PARTNER INC. to:

ICE GP CORP.

(b) by replacing the rights, privileges, restrictions and conditions attached to the unlimited number of Common shares of the Corporation with the rights, privileges, restrictions and conditions as set out in the Share Structure Schedule attached hereto.

(c) by cancelling the unlimited number of Preferred Shares of the Corporation as there are no issued or outstanding shares of this class;

(d) by replacing the current schedule under the provision entitled "Share Transfers Restrictions" with the following wording:

"No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors."; and

(e) by replacing the current schedule under the provision entitled "Other Provisions" with the following wording:

"No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.".

DATE	**SIGNATURE**	**TITLE**
_____, 2023	_____	_____

FOR DEPARTMENTAL USE	FILED

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMENDMENT

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
HELP GENERAL PARTNER INC.	2011383292

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving Help General Partner Inc. and BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., First Response International Inc. and SESCI Health Services Inc. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 192 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the name change of Help General Partner Inc. to ICE GP Corp., along with the amendments as set out in the Articles of Amendment attached hereto as Schedule "C".

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “F”
Bylaws of ICE GP Corp.

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

ICE GP CORP.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the Shareholders in accordance with the Act on _____, 2023.

[Placeholder for ICE GP Corp. Shareholder signature blocks]

Schedule “G”
SESCI 2023 Articles

See attached.

Articles Of Amalgamation

Business Corporations Act

1. **Name of Amalgamated Corporation**

SESCI (2023) CORP.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Share Structure Schedule attached hereto.

3. **Restrictions on share transfers (if any):**

No shares in the capital stock of the Corporation shall be transferred to any person without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 15

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

No Restrictions.

6. **Other provisions (if any):**

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors.

7.

Name of Amalgamating Corporations	**Corporate Access Number**
ICE Health Systems Inc.	2011246580
SESCI Health Services Inc.	2021039892

Name of Person Authorizing *(please print)*

Signature

Title *(please print)*

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMALGAMATION

COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common shares without nominal or par value.

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common shares, the Common shares shall be subject to the following rights, privileges, restrictions and conditions, namely:

(a) The holders of the Common shares shall be entitled to vote at any meeting of shareholders of the Corporation;

(b) The holders of the Common shares shall be entitled to receive any dividend declared by the Corporation; and

(c) The holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution.

Articles Of Arrangement

Business Corporations Act
Section 193

1. **Name of Corporation**	2. **Corporate Access Number**
SESCI (2023) CORP.	

3. **In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Final Order of the Court of King's Bench of Alberta dated _____, 2023, a copy of which is attached hereto as Schedule "A", the plan of arrangement involving SESCI Health Services Inc., ICE Health Systems Inc., First Response International Inc., Help General Partner Inc., BR Capital Inc. and ICE Health Systems Ltd. (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "B" (which is incorporated into and forms part hereof), is hereby effected pursuant to Section 193 of the *Business Corporations Act* (Alberta).

The Plan of Arrangement, among other things, effects the amalgamation of SESCI Health Services Inc. and ICE Health Systems Inc. to form SESCI (2023) Corp.

Name of Person Authorizing *(please print)*	Signature
Title *(please print)*	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

Schedule “H”
Bylaws of SESCI 2023

See attached.

BY-LAW NUMBER 1

A by-law relating generally to the conduct of the affairs of

SESCI (2023) CORP.

(the "Corporation").

CONTENTS

1. Interpretation
2. Administration
3. Borrowing and Securities
4. Directors
5. Committees
6. Officers
7. Protection Of Directors, Officers and Others
8. Shares
9. Dividends and Rights
10. Meetings Of Shareholders
11. Notices

BE IT ENACTED as a by-law of the Corporation as follows:

SECTION 1.
INTERPRETATION

1.01 DEFINITIONS. In the by-laws and all resolutions of the Corporation, unless otherwise specified or unless the context otherwise requires

(a) "Act" means the *Business Corporations Act* (Alberta), and any statute that may be substituted therefor, as from time to time amended;

(b) "affiliate" means an affiliated body corporate within the meaning of Section 2(1) of the Act;

(c) "appoint" includes "elect" and vice versa;

(d) "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, and includes an amendment to any of them;

(e) "Board" means the board of directors of the Corporation;

(f) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(g) "meeting of shareholders" means an annual meeting of shareholders and a special meeting of shareholders;

(h) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the *Interpretation Act* (Alberta);

(i) "ordinary resolution" means a resolution:

(i) passed by a majority of the votes cast by the shareholders who voted in respect of that resolution, or

(ii) signed by all the shareholders entitled to vote on that resolution;

(j) "recorded address" means in the case of a shareholder his address as recorded in the securities register of the Corporation; and in the case of joint shareholders the address appearing in the securities register of the Corporation in respect of such joint holding or the first address so appearing if there are more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation;

(k) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.04 or by a resolution passed pursuant thereto;

(l) "special business" means all business transacted at a special meeting of shareholders and all business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor;

(m) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(n) "special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast by the shareholders who voted in respect of that resolution or signed by all the shareholders entitled to vote on that resolution;

(o) "unanimous shareholder agreement" means:

(i) a written agreement to which all the shareholders of a corporation are or are deemed to be parties, whether or not any other person is also a party, or

(ii) a written declaration by a person who is the beneficial owner of all the issued shares of a corporation,

and that provides for any or all of the following:

(a) the regulation of the rights and liabilities of the shareholders, as shareholders, among themselves or between themselves and any other party to the agreement;

(b) the regulation of the election of directors;

(c) the management of the business and affairs of the corporation, including the restriction or abrogation, in whole or in part, of the powers of the directors; and

(d) any other matter that may be contained in a unanimous shareholder agreement as provided in the Act.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, executors, administrators and legal representatives, trusts and unincorporated organizations.

1.02 HEADINGS. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 DEFINED TERMS. All terms defined in the Act have the same meanings in the by-laws and resolutions of the Corporation.

1.04 CONFLICT WITH THE ACT, THE ARTICLES OR ANY UNANIMOUS SHAREHOLDER AGREEMENT. To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the Articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the Articles or the unanimous shareholder agreement shall govern.

1.05 INVALIDITY OF ANY PROVISION OF BY-LAWS. The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION 2.
ADMINISTRATION

2.01 REGISTERED OFFICE and SEPARATE RECORDS OFFICE. Until changed in accordance with the Act, the registered office of the Corporation shall be at a place within Alberta which is accessible to the public during normal business hours, and at such location therein as the Board may from time to time determine. Unless the Board designates a separate records office, the registered office of the Corporation shall also be its records office.

2.02 CORPORATE SEAL. Until changed by the Board, the Corporation may adopt a corporate seal which shall be composed of two concentric circles between the circumference of which the name of the Corporation is to be inscribed and the centre of the inner circle contains the words "Corporate Seal", or a wafer seal with the name of the Corporation typed on it.

2.03 FISCAL YEAR. The financial or fiscal year of the Corporation shall be as determined by the Board from time to time.

2.04 EXECUTION OF INSTRUMENTS. The Secretary or any other officer or any director may sign certificates and similar instruments on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including certificates certifying copies of the Articles, by-laws, resolutions and minutes of meetings of the Corporation. Subject to the foregoing, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Corporation by any one officer or director of the Corporation. In addition, and notwithstanding the foregoing, the Board may from time to time designate any person or persons to execute deeds, transfers, assignments, contracts, obligations, certificates and other instruments or classes of instruments of any kind and nature on behalf of the Corporation.

2.05 BANKING ARRANGEMENTS. The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

2.06 VOTING RIGHTS IN OTHER BODIES CORPORATE. The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation.

Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 INSIDER TRADING REPORTS AND OTHER FILINGS. Any one officer or director of the Corporation may execute and file on behalf of the Corporation insider trading reports and other filings of any nature whatsoever required under applicable corporate or securities laws.

2.08 DIVISIONS. The Board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines, or goods or services, as may be considered appropriate in each case. In connection with any such division the Board or, subject to any direction by the Board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;

(b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation, provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION 3.
BORROWING AND SECURITIES

3.01 BORROWING POWERS. Without limiting the borrowing powers of the Corporation as set forth in the Act, the Board may from time to time without the authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) charge, mortgage, hypothecate, pledge or otherwise create, issue, execute and deliver a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness or liability of the Corporation; and

(d) give a guarantee on behalf of the Corporation to secure the obligation of any person.

Nothing in this Section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 DELEGATION. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 3.01 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

SECTION 4.
DIRECTORS

4.01 NUMBER OF DIRECTORS AND QUORUM. Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors being not less than the minimum nor more than the maximum number of directors provided in the Articles as shall be fixed from time to time by resolution of the shareholders. A majority of directors shall constitute a quorum for the transaction of business.

4.02 QUALIFICATION. The following persons are disqualified from being a director of the Corporation:

(a) anyone who is less than 18 years of age;

(b) anyone who

(i) is not a represented adult as defined in *Adult Guardianship and Trusteeship Act* (Alberta) nor is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act* (Alberta),

(ii) is a formal patient as defined in *The Mental Health Act* (Alberta),

(iii) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or

(iv) has been found to be a person of unsound mind by a court elsewhere than in Alberta;

(c) a person who is not an individual;

(d) a person who has the status of bankrupt.

4.03 ELECTION AND TERM. The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders and all the directors then in office shall retire, but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors or the shareholders otherwise by resolution determine. The election shall be by ordinary resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 REMOVAL OF DIRECTORS. Subject to the Act, and the Articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office and the vacancy created by such removal may be filled at the meeting of the shareholders at which the director was removed or if not so filled may be filled by the Board.

4.05 CEASING TO HOLD OFFICE. A director ceases to hold office when he dies, when he is removed from office by the shareholders, when he ceases to be qualified for election as a director, or when his written resignation is sent or delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later. Provided always that, subject to the Act, the

shareholders of the Corporation may by ordinary resolution at a special meeting remove any director or directors from office.

4.06 VACANCIES. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, except a vacancy resulting from an increase in the minimum number of directors or from a failure of the shareholders to elect the minimum number of directors. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the shareholders to elect the minimum number of directors, the Board shall forthwith call a special meeting of the shareholders to fill the vacancy. If the Board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

4.07 ACTION BY THE BOARD. Subject to any unanimous shareholder agreement, the Board shall manage the business and affairs of the Corporation. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of the Board may be exercised by a meeting at which the quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

4.08 RESOLUTION IN LIEU OF MEETING. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. A director may signify his assent to such resolution electronically and such assent shall be as effective as if such director had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

4.09 ONE DIRECTOR MEETING. If the Corporation has only one director, that director may constitute a meeting.

4.10 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility means as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.11 PLACE OF MEETINGS. Meetings of the Board may be held at any place in or outside Canada.

4.12 CALLING OF MEETINGS. Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairman of the Board, the Chief Executive Officer or any two directors may determine. Provided always that should more than one of the above named call a meeting at or for substantially the same time there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the Board, the Chairman or the Chief Executive Officer.

4.13 NOTICE OF MEETING. Notice of the time and place of each meeting of the Board shall be given to each director not less than two (2) clear business days, excluding any part of a non-business day, before the time when the meeting is to be held, but if any one of the Chairman or the Chief Executive Officer considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by means of any telephone, electronic or other communication facility no less than one hour before the meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities;

(d) declare dividends;

(e) purchase, redeem, or otherwise acquire shares of the Corporation;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements;

(i) adopt, amend or repeal by-laws;

(j) demand or accept the resignation of or make the appointment of any officer or officers; or

(k) call a meeting or a special meeting of shareholders.

A director may in any manner waive notice of a meeting of directors or otherwise consent thereto, and attendance of a director at a meeting of directors is a waiver of notice of the meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.14 FIRST MEETING OF NEW BOARD. Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

4.15 ADJOURNED MEETING. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.16 REGULAR MEETINGS. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.17 CHAIRMAN AND SECRETARY. The Chairman of the Board, or, in his absence, the Chief Executive Officer, or in his absence, the Chief Financial Officer shall be chairman of any meeting of the Board. If none of the said officers are present, the directors present shall choose one of their number to be chairman. The Secretary of the Corporation shall act as secretary at any meeting of the Board, and if the Secretary of the Corporation be absent, the chairman of the meeting shall appoint a person, who need not be a director, to act as secretary of the meeting.

4.18 VOTES TO GOVERN. At all meetings of the Board every question shall be decided by a majority of the votes cast on the question. The chairman shall be entitled to vote and in the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4.19 CONFLICT OF INTEREST. A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation shall disclose the nature and extent of his interest to the Board at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the

Board for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

4.20 REMUNERATION. The directors shall be paid such reasonable remuneration as may from time to time be determined by the Board. Such remuneration shall be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, directors shall be paid such sums in respect of their out-of-pocket expenses incurred in attending Board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the Board may from time to time determine. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

SECTION 5.
COMMITTEES

5.01 COMMITTEE OF DIRECTORS. The Board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the Board except those which, under the Act, a committee of directors has no authority to exercise.

5.02 TRANSACTION OF BUSINESS. Subject to the provisions of these by-laws relating to participation by telephone, electronic or other communication facility means, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors meetings.

5.03 PROCEDURE. Unless otherwise determined herein or by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION 6.
OFFICERS

6.01 APPOINTMENT OF OFFICERS. Subject to any unanimous shareholder agreement, the Board may from time to time appoint a chairman of the Board, a chief executive officer, a chief financial officer, a secretary and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the Board, an officer may but need not be a director and one person may hold more than one office.

6.02 CHAIRMAN OF THE BOARD. The Board may from time to time appoint a chairman of the Board who shall be a director. If appointed, the Board may assign to him any of the powers and duties that are by any provisions of this by-law assigned to the Chief Executive Officer; and he shall, subject to the provisions of the Act, have such other powers and duties as the Board may specify but he shall not have the power to do anything referred to in Section 115(3) of the Act. He shall preside at all meetings of the shareholders at which he is present. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the Chief Executive Officer.

6.03 CHIEF EXECUTIVE OFFICER. If appointed, the Chief Executive Officer shall have general supervision of the business of the Corporation; and he shall have such other powers and duties as the

Board may specify, but he shall not have the power to do anything referred to in Section 115(3) of the Act.

6.04 SECRETARY. The Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.05 CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board whenever required an account of all his transactions as officer of the Corporation and of the financial position of the Corporation; and he shall have such other powers and duties as the Board or the chief executive officer may specify.

6.06 POWERS AND DUTIES OF OTHER OFFICERS. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

6.07 VARIATION OF POWERS AND DUTIES. The Board may from time to time subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6.08 TERM OF OFFICE. The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until his successor is appointed.

6.09 TERMS OF EMPLOYMENT AND REMUNERATION. The terms of employment and the remuneration of officers appointed by the Board shall be settled by it from time to time. The fact that any officer is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as an officer as may be determined. All officers shall be subject to removal by Resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however, that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or in equity.

6.10 CONFLICT OF INTEREST. An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with Section 4.20.

6.11 AGENTS AND ATTORNEYS. The Board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management, administration or otherwise (including the power to sub-delegate) as may be thought fit.

6.12 FIDELITY BONDS. The Board may require such officers, employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

SECTION 7.
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 LIMITATION OF LIABILITY. Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

No act or proceeding of any director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or officer or Board.

Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors, internal accountants or other responsible officials and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting upon such statement or report.

7.02 INDEMNITY. Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

7.03 INSURANCE. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

SECTION 8.
SHARES

8.01 ALLOTMENT. The Board may from time to time allot shares of the Corporation or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such

times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 COMMISSIONS. The Board may from time to time authorize the Corporation to pay a commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 REGISTRATION OF TRANSFER. Subject to the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the Board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the Board, upon compliance with such restrictions on transfer as are authorized by the Articles and upon satisfaction of any lien referred to in Section 8.04.

8.04 LIEN FOR INDEBTEDNESS. If the Articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provision of the Articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, may refuse to register a transfer of the whole or any part of such shares.

8.05 NON-RECOGNITION OF TRUSTS. Subject to the provisions of the Act, the Corporation shall treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

8.06 SHARE CERTIFICATES. Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 2.04 and need not be under the corporate seal. The signatures of the signing officers may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signatures of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.07 REPLACEMENT OF SHARE CERTIFICATES. The Board or any officer or agent designated by the Board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding THREE DOLLARS ($3.00), and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

8.08 JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons

may give effectual receipts for the certificates issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

8.09 DECEASED SHAREHOLDERS. In the event of the death of a holder, or one of the joint holders, of any share, the Corporation shall not be required to make any entry in the register of shareholders in respect thereof except on production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.10 SECURITIES RECORDS. The Corporation shall maintain, at its registered office or any other place designated by the Board, a register of shares and other securities in which it records the shares and other securities issued by it in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issue and transfer of each share or other security

SECTION 9.
DIVIDENDS AND RIGHTS

9.01 DIVIDENDS. Subject to the provisions of the Act, the Board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

9.02 DIVIDEND CHEQUES. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus any amounts which the Corporation has withheld pursuant to a legal obligation or right to do so.

9.03 NON-RECEIPT OF CHEQUES. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.

9.04 RECORD DATE FOR DIVIDENDS AND RIGHTS. The Board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend as a record date for the determination of the persons entitled to receive payment of such dividend, provided that notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the Act. Where no record date is fixed in advance as aforesaid the record date for the determination of the persons entitled to receive payment of any dividends shall be at the close of business on the day on which the resolution relating to such dividend is passed by the Board.

9.05 UNCLAIMED DIVIDENDS. Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION 10.
MEETINGS OF SHAREHOLDERS

10.01 ANNUAL MEETINGS. Subject to Section 132 of the Act, the annual meeting of shareholders shall be held at such time in each year and, subject to Section 10.03, at such place as the Board may from time to time determine, for the purpose of hearing and receiving the financial statements and reports required by the Act to be read at and placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 SPECIAL MEETINGS. The Board shall have the power to call a special meeting of shareholders at any time, for the transaction of any business which may be properly brought before such a meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of the financial statements, auditors' report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

10.03 PARTICIPATION ELECTRONICALLY OR BY TELEPHONE. A shareholder or any other perso n entitled to attend a meeting of shareholders may participate in the meeting by means of Zoom, Microsoft Teams, Webex or similar web-based electronic systems, telephone or other communications facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

10.04 PLACE OF MEETINGS. Meetings of shareholders may be held electronically by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system, at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the Board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta, and a shareholder who attends a meeting outside Alberta is deemed to have so agreed except when he attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

10.05 NOTICE OF MEETINGS. Notice of the time and place of each meeting of shareholders shall be sent not less than seven (7) days and no more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by email or similar digital means, by mail, or delivered personally, to the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to Section 106 or 113 of the Act, or to the auditor at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent in accordance with the foregoing is deemed to be sent on the day on which it was emailed or digitally sent, deposited in the mail or personally delivered, as applicable. Failure to receive a notice does not deprive a shareholder of the right to vote at a meeting. A notice of a meeting is not required to be sent to shareholders who were not registered on the records of the Corporation or its transfer agent on the record date as determined according to Section 10.07 herein. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. In the event a meeting is to be held electronically, notice of the meeting shall contain the website address, login and password requirements to participate in such meeting.

10.06 LIST OF SHAREHOLDERS ENTITLED TO NOTICE. In the event the Corporation has greater than fifteen (15) shareholders entitled to vote at a meeting, for every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to Section 10.07 by the Board, the shareholders listed shall be those registered at the close of business on the record date. If no record date is fixed by the Board, the shareholders

listed shall be those listed at the close of business on the last business day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

10.07 RECORD DATE FOR NOTICE. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than fifty (50) days and not less than seven (7) days, for the determination of the shareholders entitled to notice of the meeting, provided that such notice of any such record date is given not less than seven (7) days before such record date, in a manner permitted by the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the last business day immediately preceding the day on which the notice is given or if no notice was given, the day on which the meeting is held.

10.08 MEETINGS WITHOUT NOTICE. A meeting of shareholders may be held without notice at any time and place permitted by the Act:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.09 CHAIRMAN, SECRETARY AND SCRUTINEERS. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: Chairman of the Board, Chief Executive Officer or Chief Financial Officer. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.10 PERSONS ENTITLED TO BE PRESENT. The only persons entitled to be present at a meeting of shareholders shall be those persons entitled to vote thereat, the directors and auditors of the Corporation, others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or by-laws to be present at the meeting, legal counsel to the Corporation when invited by the Corporation to attend the meeting, and any other person on the invitation of the chairman of the meeting or with the consent of the meeting.

10.11 QUORUM/ADJOURNMENT. A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder for an absent shareholder so entitled, and together holding or representing by proxy not less than twenty percent (20%) of the outstanding shares of the Corporation entitled to vote at the meeting. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented by proxy may proceed with the business of the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or

represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 RIGHT TO VOTE. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in Section 10.06, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to Section 10.07 and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting. Each share of the Corporation entitles the holder of it to one vote at a meeting of shareholders.

10.13 PROXIES. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

10.14 TIME FOR DEPOSIT OF PROXIES. The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.15 JOINT SHAREHOLDERS. Where two or more persons hold the same shares jointly, any one of such persons present or represented by proxy at a meeting of shareholders has the right in the absence of the other or others to vote in respect of such shares, but if more than one of such persons are present or represented by proxy, they shall vote as one on the shares held jointly by them.

10.16 VOTES TO GOVERN. Except as otherwise required by the Act, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by the majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either by web-based voting methods or upon a show of hands or upon a ballot there shall be no second or casting vote.

10.17 SHOW OF HANDS OR SIMILAR ELECTRONIC VOTING. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by web-based voting methods or by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 BALLOTS. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any

time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 ADJOURNMENT. The chairman at a meeting of the shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days the management of the Corporation need not concurrently with giving notice of a meeting of shareholders send a form of proxy in prescribed form to each shareholder who is entitled to receive notice of the meeting.

10.20 RESOLUTION IN LIEU OF MEETING. A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meetings, satisfies all the requirements of the Act relating to meetings of shareholders. A copy of every such resolution in writing shall be kept with the minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. A shareholder may signify his assent to such resolution electronically and such assent shall be as effective as if such shareholder had originally signed such resolution in his own hand and shall be legally effective to create a valid and binding resolution. Any resolutions may be executed in separate counterparts and all such executed counterparts when taken together shall constitute one resolution.

10.21 ONLY ONE SHAREHOLDER. Where the Corporation has only one shareholder or only one holder of any class or series of shares entitled or required to vote at a meeting of shareholders, the shareholder present in person or by proxy constitutes a meeting.

SECTION 11.
NOTICES

11.01 METHOD OF GIVING NOTICES. Notice of the time and place of each meeting of the Board shall be made pursuant to Section 4.14. Notice of the time and place of each meeting of shareholders shall be made pursuant to Section 10.05. Any other notice, communication or document to be given, sent, delivered or served pursuant to the Act, the regulations thereunder, the Articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if emailed or sent digitally to such person, delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted, recorded, electronic or other forms of telecommunication. A notice so delivered shall be deemed to have been given when it is emailed or sent digitally, delivered personally or to the recorded address as aforesaid, as applicable; a notice mailed shall be deemed to have been given at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the person did not receive the notice or document at the time or at all; and a notice so sent by any means of transmitted, recorded, electronic or other forms of telecommunication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address

of any shareholder, director, officer, auditor or member of a committee of the Board in accordance with any information believed by him to be reliable.

11.02 NOTICE TO JOINT SHAREHOLDERS. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice to one of such persons shall be sufficient notice to all of them.

11.03 COMPUTATION OF TIME. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving of the notice shall be excluded and the date of the meeting or other event shall be included.

11.04 UNDELIVERED NOTICES. If any notice given to a shareholder pursuant to Section 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 OMISSIONS AND ERRORS. Irregularities in the notice of any meeting of directors or shareholders, or in the giving thereof, or the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW. Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 WAIVER OF NOTICE. Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the Articles, by-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing except a waiver of notice of a meeting of shareholders or of the Board which may be given in any manner. Attendance of a director at a meeting of directors or of a shareholder or any other person entitled to attend a meeting of shareholders is a waiver of notice of the meeting except where such director, shareholder or other person, as the case may be, attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11.08 SIGNATURES TO NOTICES. The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or written, stamped, typewritten or printed in whole or in part.

ENACTED by the Board of Directors on _____, 2023.

_____
Chief Executive Officer

CONFIRMED by the sole Shareholder in accordance with the Act on _____, 2023.

ICE HEALTH SYSTEMS LTD.

_____
Authorized Signatory

Schedule "I"
Trustee Certificate (5.8(a))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(a))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(a))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited

Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "**Debtors**") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(a) of the Proposal that the conditions precedent set out in sections 5.5(a)(i), 5.5(a)(ii), 5.5(a)(iii) and 5.5.(a)(v) of the Proposal have been satisfied or waived.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

Schedule "J"
Trustee Certificate (5.8(b))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(b))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(b))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "Debtors") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General

Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(b) of the Proposal that the Implementation of the Proposal has been completed and the Debtors have complied with and satisfied the obligations under the Proposal that they were required to satisfy by and including the Implementation Date.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Schedule “K”
Trustee Certificate (5.8(c))

See attached.

TRUSTEE'S CERTIFICATE
(Section 5.8(c))

Clerk's Stamp

COURT FILE NO.	2201-11627
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED
	AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCI HEALTH SERVICES INC.
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC. AND SESCI HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED
DOCUMENT	**TRUSTEE'S CERTIFICATE (Section 5.8(c))**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place Calgary, Alberta T2P 1N2 Attn: Randal Van de Mosselaer Tel: 403-260-7060 Email: rvandemosselaer@osler.com

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the proposal of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc. (collectively, the "Debtors") and plan of arrangement of BR Capital Inc., ICE Health Systems Ltd., ICE Health Systems Inc., Help General

Partner Inc., First Response International Inc. and SESCI Health Services Inc. dated January 13, 2023 (the "**Proposal**").

KPMG Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), hereby certifies pursuant to section 5.8(c) of the Proposal that the condition subsequent set out in section 5.7 of the Proposal has been satisfied.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Proposal Trustee of BR Capital Limited Partnership, BR Capital Inc., ICE Health Systems Limited Partnership, ICE Health Systems GP Limited Partnership, ICE Health Systems Inc., First Response International Limited Partnership, First Response International GP Limited Partnership, First Response International Inc., Health Education Limited Partnership, Health Education GP Limited Partnership, Help General Partner Inc., ICE Health Systems Ltd., and SESCI Health Services Inc., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

APPENDIX “G”

CASH FLOW FORECAST

BR Capital Inc. et al.

13 Week Forecast, to week ended April 8, 2023

Forecast in $000's															
Week #		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	
Week Ending Date	**Notes**	**14-Jan**	**21-Jan**	**28-Jan**	**4-Feb**	**11-Feb**	**18-Feb**	**25-Feb**	**4-Mar**	**11-Mar**	**18-Mar**	**25-Mar**	**1-Apr**	**8-Apr**	**Total**
Revenue receipts	**1**	62	-	-	-	-	50	-	-	7	65	-	-	-	184
Total Receipts		**62**	**-**	**-**	**-**	**-**	**50**	**-**	**-**	**7**	**65**	**-**	**-**	**-**	**184**
Disbursements: Operating Costs															
Payroll	**2**	-	-	(34)	-	-	-	-	(34)	-	-	-	(34)	-	(102)
Consulting	**2**	-	-	-	(6)	-	-	-	-	(6)	-	-	-	(6)	(18)
Technical and office costs	**2**	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(10)	(40)
Contingency	**3**	-	-	-	(5)	-	-	-	-	(5)	-	-	-	(5)	(15)
Disbursements: Operating Costs		**(1)**	**(1)**	**(35)**	**(21)**	**(1)**	**(1)**	**(1)**	**(35)**	**(21)**	**(1)**	**(1)**	**(35)**	**(21)**	**(175)**
Net Operating Cash Flows		**61**	**(1)**	**(35)**	**(21)**	**(1)**	**49**	**(1)**	**(35)**	**(14)**	**64**	**(1)**	**(35)**	**(21)**	**9**
Net Cash Flow		**61**	**(1)**	**(35)**	**(21)**	**(1)**	**49**	**(1)**	**(35)**	**(14)**	**64**	**(1)**	**(35)**	**(21)**	**9**
Beginning Cash		**31**	**92**	**91**	**56**	**35**	**34**	**83**	**82**	**47**	**33**	**97**	**96**	**61**	**31**
Less: Net Cash Flow		61	(1)	(35)	(21)	(1)	49	(1)	(35)	(14)	64	(1)	(35)	(21)	9
Ending Cash		**92**	**91**	**56**	**35**	**34**	**83**	**82**	**47**	**33**	**97**	**96**	**61**	**40**	**40**

Notes:

1. Per management revenue estimates prepared in January 2023.
2. Per management expense estimates prepared in January 2023. Executives are not forecast to receive any compensation throughout forecast period.
3. Contingency for additional unforeseen operational costs throughout forecast period.

James Lawson

James Lawson (Jan 17, 2023 11:15 MST)

BR Capital LP et. al.
Per: James Lawson

KPMG Inc.
Per: Neil Honess