MAPLE LEAF 2012-II ENERGY INCOME LIMITED PARTNERSHIP

SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

July ●, 2013

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THIS AGREEMENT dated as of the ● day of July, 2013.

AMONG:

> **MAPLE LEAF 2012-II ENERGY INCOME MANAGEMENT CORP**., a corporation incorporated under the laws of Canada (the "**General Partner**"),

AND:

> **MAPLE LEAF 2012-II ENERGY INCOME MANAGEMENT CORP.**, a corporation incorporated under the laws of Canada, as attorney for all of the limited partners of the Partnership who have become so in accordance with the terms of this Agreement (hereinafter individually referred to as a "**Limited Partner**" and collectively referred to as the "**Limited Partners**")

AND:

> **EACH AND EVERY PERSON** who from time to time is admitted to the Maple Leaf 2012-II Energy Income Limited Partnership as a Limited Partner and any Person who is a successor to such Limited Partner.

WITNESSES THAT WHEREAS:

A. The General Partner and the Initial Limited Partner formed a limited partnership under the Partnership Act (British Columbia) effective August 22, 2012 by filing the Certificate of Limited Partnership and entering into a partnership agreement dated as of August 21, 2012 that recorded their respective rights, duties and obligations with respect to each other and the Partnership, and the partnership agreement was amended and restated as of October 16, 2012 (as amended, the "**Original Agreement**");

B. The General Partner and the Initial Limited Partner wish to further amend and restate the Original Agreement to reflect the fact that the Partnership is to carry on the Business contemplated in this Agreement in accordance with the provisions of this Agreement; and

C. It is in the best interests of the Partners and of the Partnership for the Partners to amend and restate the Original Agreement in order to record their respective duties, rights and obligations with respect to each other and the Partnership, and the parties wish to amend the terms and conditions governing the operation of the Business and affairs of the Partnership.

NOW THEREFORE in consideration of the premises, mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions**.** In this Agreement, except as otherwise expressly provided or as the context otherwise requires, the following terms have the following meanings:

"**Additional Wells**" means Development Well or Exploration Well opportunities which may arise in addition to or following the completion of a Program or pursuant to an AMI;

"**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Ontario);

"**Agency Agreement**" means the agreement to be dated on or about the date of the (final) Prospectus among the Partnership, the General Partner, the Promoters and the Agents, pursuant to which the Agents will offer the Units for sale on an agency basis;

"**Agents**" means the agents appointed under the Agency Agreement;

"**Agents' Fee**" means commissions and other fees payable to dealers and agents acting as dealers or agents in respect of the Offering of up to an aggregate of 5.75% of the Gross Proceeds;

"**Agreement**" means this amended and restated limited partnership agreement among the General Partner, the Initial Limited Partner and the persons who from time to time are admitted to the Partnership as Limited Partners, and all amendments made hereto in accordance with the provisions hereof, as supplemented and amended from time to time;

"**AMI**" means area of mutual interest;

"**associate**" has the meaning ascribed thereto in the CBCA;

"**Auditors**" means such firm of chartered accountants as the General Partner may appoint for the Partnership from time to time, if any;

"**Available Funds**" means the Gross Proceeds less the Agents' Fees, expenses of the Offering and the Operating Reserve;

"**Business**" means the business to be carried on by the Partnership, as described in Subsection 2.4(a);

"**Business Day**" means a day, other than a Saturday, Sunday or holiday, when banks in the City of Vancouver, British Columbia are generally open for the transaction of banking business;

"**Capital Account**" means the account established for each Partner pursuant to Subsection 4.9(a)(i);

"**Capital Contribution**" means the amount of cash or other property contributed to the Partnership by a Limited Partner. For Subscribers, the Capital Contribution is $100.00 per Unit;

"**CBCA**" means the *Canada Business Corporations Act*;

"**CDE**" means Canadian development expense, as defined in subsection 66.2(5) of the Tax Act, which includes certain expenses incurred for the purpose of developing petroleum or natural gas deposits in Canada (including certain drilling expenses)*;*

"**CDS**" means CDS Clearing and Depository Services Inc. or its nominee which, as at the date hereof, is CDS & Co., or a successor thereto;

"**CEE**" means Canadian exploration expense, as defined in subsection 66.1(6) of the Tax Act, including:

(a) expenses incurred in a year in drilling an oil or natural gas well if such drilling resulted in the discovery that a natural underground reservoir contains petroleum or natural gas where before the time of the discovery, no person or partnership had discovered that the reservoir contained either petroleum or natural gas and the discovery occurred at any time before six months after the end of the year;

(b) expenses incurred in a year in drilling an oil and natural gas well if the well is abandoned in the year or within six months after the end of the year without ever having produced; and

(c) certain expenses incurred for the purpose of determining the existence, location, extent or quality of an accumulation of petroleum or natural gas in Canada;

"**Certificate**" means a certificate evidencing ownership of Units by a Limited Partner registered in the name of CDS & Co. issued in accordance with Section 3.5;

"**Certificate of Limited Partnership**" means the certificate of limited partnership filed with the Registrar of Companies of British Columbia pursuant to the *Partnership Act* (British Columbia) so as to form the Partnership, as such certificate is amended from time to time;

"**Closing**" means the completion of the purchase and sale of any Units;

"**Closing Date**" means the date of the initial Closing and includes the date of any subsequent Closing, if applicable;

"**COGPE**" means Canadian oil and gas property expense, as defined in subsection 66.4(5) of the Tax Act, including the cost of any property which is:

(a) any right, licence or privilege to explore for, drill for or take petroleum, natural gas or related hydrocarbons in Canada;

(b) any oil or gas well in Canada or any real property in Canada the principal value of which depends on its petroleum, natural gas or related hydrocarbon content (not including any depreciable property), and

(c) any right to a rental or royalty computed by reference to the amount or value of production from an oil or a gas well in Canada, or from a natural accumulation of petroleum, natural gas or a related hydrocarbon in Canada, if the payer of the rental or royalty has an interest in the well or accumulation, as the case may be, and 90% or more of the rental or royalty is payable out of, or from the proceeds of, the production from the well or accumulation,

or any right to or interest in such property;

"**CRA**" means the Canada Revenue Agency;

"**Current Account**" means the account established for each Partner pursuant to Subsection 4.9(a)(ii);

"**Designated Stock Exchange**" means a designated stock exchange under the Tax Act;

"**Development Well**" means a well drilled to exploit or develop a hydrocarbon reservoir discovered by previous drilling or a well drilled for long extension of a partially developed pool;

"**Distributable Assets**" has the meaning ascribed in Section 7.3;

"**Distributable Cash**" of the Partnership at any particular time means: (i) the amount of cash held by the Partnership at that time, less the amount of the Operating Reserve, less the General Partner's Share at that time and less any amounts that in the opinion of the General Partner, acting reasonably and in good faith, are required in order to finance the Partnership's operations and meet its obligations under Investments; and (ii) at the time of dissolution of the Partnership, shall include the value of any assets of the Partnership required to be distributed *in specie*;

"**Distribution**" means all amounts paid or securities or other property of the Partnership transferred to a Partner in respect of such Partner's interest or entitlement in the Partnership in accordance with the provisions of this Agreement;

"**Eligible Expenditures**" means CDE, COGPE and CEE;

"**Exploration Well**" means a well that is not a Development Well;

"**Extraordinary Resolution**" means a resolution passed by two-thirds or more of the votes cast, either in person or by proxy, at a duly constituted meeting of Limited Partners called for the purpose of considering such resolution, at which a Quorum is present, or, alternatively, a written resolution signed in one or more counterparts by Limited Partners holding two-thirds or more of the Units outstanding and entitled to vote on such resolution at a meeting;

"**Financial Institution**" has the meaning as defined in subsection 142.2(1) of the Tax Act;

"**Fiscal Year**" has the meaning ascribed thereto in Section 2.3;

"**General Partner**" means Maple Leaf 2012-II Energy Income Management Corp., or any person admitted to the Partnership as a successor general partner of the Partnership;

"**General Partner's Share**" means the entitlement of the General Partner to 5% of all Distributions and 5% of the consideration received in respect of a Liquidity Event as partial compensation for its services;

"**Gross Proceeds**" means the total number of Units sold pursuant to the Offering multiplied by $100.00 per Unit;

"**High Quality Money Market Instruments**" means money market instruments which are accorded the highest rating category by Standard & Poor's, a division of The McGraw-Hill Companies (A-1) or by DBRS Limited (R-1), banker's acceptances and government guaranteed obligations all with a term of one year or less, and interest-bearing deposits with Canadian banks, trust companies or other like institutions in the business of providing commercial loans, operating loans or lines of credit to companies;

"**IFRS**" means the International Financial Reporting Standards applicable to the business of the Partnership, as such principles are adopted by the Canadian Institute of Chartered Accountants (or any successor organization) from time to time;

"**Independent Reserve Report**" means a report evaluating oil and gas reserves attributable to the Partnership prepared by a nationally recognized independent oil and gas reservoir engineering firm;

"**Ineligible Person**" means a person who is a "non-resident" of Canada as defined in the Tax Act and a partnership that is not a "Canadian partnership" within the meaning of the Tax Act;

"**Initial Limited Partner**" means CADO Bancorp Ltd., the initial limited partner of the Partnership;

"**Initial Unit**" means the Unit acquired by the Initial Limited Partner;

"**Investment**" means the joint venture formed by the Partnership with one or more Oil and Gas Companies pursuant to an Investment Agreement and, unless the context otherwise requires, also includes interests in Producing Assets;

"**Investment Agreement**" means a joint venture or participation agreement entered into between the Partnership and one or more Oil and Gas Companies under which the Partnership agrees to participate in the Oil and Gas Companies' Program;

"**Investment Portfolio**" means the Investments acquired by the Partnership with the Available Funds and any securities or cash obtained with proceeds from the sale of such interests or other securities pursuant to an Offer or otherwise;

"**Investment Restrictions**" means the investment restrictions of the Partnership as described in Section 2.6;

"**Investment Strategy**" means the investment strategy of the Partnership as described in Section 2.5;

"**Jurisdictions**" means each of the provinces of Canada and "**Jurisdiction**" means any one of them;

"**Limited Partner**" means the Initial Limited Partner and each person who is admitted to the Partnership as a limited partner pursuant to the Offering;

"**Limited Recourse Amount**" means a limited-recourse amount as defined in section 143.2 of the Tax Act, which includes the unpaid principal amount of any indebtedness for which recourse is limited, either immediately or in the future and either absolutely or contingently, and is deemed to include the unpaid principal of any indebtedness unless:

(a) *bona fide* arrangements, evidenced in writing, are made, at the time the indebtedness arises, for repayment of the indebtedness and all interest thereon within a reasonable period not exceeding ten years; and

(b) interest is payable, at least annually, at a rate equal to or greater than the lesser of the prescribed rate of interest under the Tax Act in effect at the time the indebtedness arose, and the prescribed rate of interest applicable from time to time under the Tax Act during the term of the indebtedness, and such interest is paid by the debtor in respect of the indebtedness not later than 60 days after the end of each taxation year of the debtor;

"**Liquidity Event**" means a transaction implemented by the General Partner or, in the General Partner's sole discretion, proposed for the approval of the Limited Partners in order to provide liquidity and the prospect for long-term growth of capital and for income for Limited Partners, which may include a sale of Partnership assets to Toscana Energy Income Corporation or another third party for cash, securities, or a combination of cash and such securities, an offer for the Units of the Partnership, a Stock Exchange Listing or, after completion of a sale pursuant to an Offer or similar transaction, a Mutual Fund Rollover Transaction;

"**Multi-Zone Completion**" means a well that has hydrocarbon pools at more than one stratigraphic level;

"**Mutual Fund**" means a mutual fund corporation as defined in subsection 131(8) of the Tax Act that may be established, recommended or referred by the General Partner or an affiliate of the General Partner to provide a Liquidity Event;

"**Mutual Fund Rollover Transaction**" means an exchange transaction pursuant to which the Partnership may transfer its assets (other than assets that are real property or an interest therein, such as a "Canadian resource property" as defined in the Tax Act if it is real property or an interest therein), such as Offering Shares acquired on the closing of a sale of Investments by the Partnership to an Oil and Gas Company pursuant to an Offer, to a Mutual Fund on a tax deferred basis in exchange for Mutual Fund Shares and within 60 days thereafter the Mutual Fund Shares will be distributed to the Limited Partners, *pro rata*, on a tax-deferred basis upon the dissolution of the Partnership;

"**Mutual Fund Shares**" means shares of the Mutual Fund which are redeemable at the option of the holder thereof;

"**Net Income**" or "**Net Loss**" mean, in respect of any fiscal year, the net income or net loss of the Partnership in respect of such period, determined in accordance with IFRS or successor accounting principles in Canada;

"**Non-Qualified Property**" has the meaning ascribed thereto in Section 20.1(4);

"**Offer**" means an offer made by Toscana Energy Income Corporation or another third party to the Partnership and the General Partner to acquire the Partnership's assets;

"**Offering**" means the offering of Units by the Partnership pursuant to the terms of the Agency Agreement and the Prospectus;

"**Offering Shares**" means the common shares or other voting equity securities of an Oil and Gas Company listed and posted for trading on a Designated Stock Exchange, or other securities which, in the opinion of the General

Partner, acting reasonably, have liquidity similar to the voting equity securities of a public Oil and Gas Company, which are offered to the Partnership as consideration pursuant to an Offer;

"**Oil and Gas Companies**" means oil and natural gas companies, trusts or partnerships, or any one oil and natural gas company, trust or partnership, whose principal business(es) includes, directly or indirectly, oil and/or natural gas exploration and/or production;

"**Operating Reserve**" means the funds set aside by the Partnership from the Gross Proceeds to pay ongoing operating and administrative costs;

"**Operator**" means the Oil and Gas Company responsible for managing a Program pursuant to an Investment Agreement;

"**Ordinary Resolution**" means a resolution passed by more than 50% of the votes cast, either in person or by proxy, at a duly convened meeting of the Limited Partners or, alternatively, a written resolution signed by the Limited Partners holding more than 50% of the Units outstanding and entitled to vote on such resolution at a meeting;

"**Partner**" means the General Partner or any Limited Partner and "**Partners**" means the General Partner and all Limited Partners;

"**Partnership**" means the limited partnership governed by this Agreement and formed pursuant to the filing of the Certificate of Limited Partnership with the Registrar of Companies of British Columbia;

"**Partnership Act**" means the *Partnership Act* (British Columbia);

"**Performance Bonus**" means a 20% share of all Distributions to be paid by the Partnership to the General Partner, once Limited Partners have received, in total, cumulative Distributions equal to 100% of their aggregate capital contribution to the Partnership;

"**Person**" means an individual, sole proprietorship, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any natural person in his capacity as trustee, executor, administrator or other legal representative;

"**Program**" means the oil and/or natural gas exploration, development and/or production program conducted under an Investment Agreement;

"**Producing Assets**" means assets acquired by expenses that are COGPE, including oil and natural gas production (for example, a share of the oil and gas produced from, or royalties on production from, producing wells) and/or production assets (for example, an interest in producing oil and gas fields or physical production assets), and also includes assets which are ancillary to such asset;

"**Prohibited Group**" has the meaning ascribed thereto in Subsection 14.1(b);

"**Prohibited Person**" has the meaning ascribed thereto in Subsection 14.1(b);

"**Promoters**" means Maple Leaf Energy Income Holdings Corp., Toscana and CADO Bancorp Ltd.;

"**Properties**" means the prospective lands for oil and natural gas development on which a Program is carried out or is subject to an AMI, and, unless the context otherwise requires, also includes lands and other real property used for oil and gas production which are Producing Assets held by the Partnership;

"**Prospectus**" means the final version of the prospectus of the Partnership filed in the Jurisdictions in connection with the Offering;

"**Quorum**" means the presence, in person or by proxy, of two or more Limited Partners: (a) holding 5% or more of the Units then outstanding at a meeting called to consider an Ordinary Resolution; or (b) holding 20% or more of the Units then outstanding at a meeting called to consider an Extraordinary Resolution, subject to Subsection 15.6(b);

"**Register**" means the register of Limited Partners required to be maintained by the Partnership at the Partnership's registered office pursuant to Subsection 54(2) of the Partnership Act;

"**Registrar and Transfer Agent**" means the registrar and transfer agent of the Partnership appointed by the General Partner, or, if no registrar and transfer agent is appointed, the General Partner itself;

"**Related Corporation**" means a corporation that is related to a Resource Company for the purposes of subsection 251(2) or 251(3) of the Tax Act;

"**Related Entities**" means any company or limited partnership in respect of which the General Partner, the Promoters or any of their respective affiliates, directors or officers, individually or together, beneficially own or exercise direction or control over, directly or indirectly, more than 20% of the outstanding voting securities or act as general partner thereof;

"**Resource Company**" means a corporation which represents to the Partnership that:

(a) it is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act, which includes corporations whose principal business is oil and gas exploration, development and/or production; and

(b) it intends (either by itself or through a joint venture or a Related Corporation) to incur Eligible Expenditures in Canada;

"**Securities Acts**" means the securities acts or equivalent securities regulatory legislation of the Jurisdictions and "**Securities Act**" means the securities act or equivalent securities regulatory legislation of a specified Jurisdiction;

"**Sharing Rate**" means the ratio of the number of Units held by one Limited Partner to the aggregate number of Units held by all Limited Partners;

"**Stock Exchange Listing**" means the listing of the Units (or the securities of another entity that acquires all or substantially all of the assets of the Partnership) for trading on a Designated Stock Exchange;

"**Subscriber**" means a person who subscribes for Units;

"**Subscription**" means a subscription for a minimum of 50 Units in the Partnership in accordance with the subscription procedures set forth in the Prospectus;

"**Subscription Price**" means the amount of capital to be contributed by a Subscriber to the Partnership under the Offering, which will be $100.00 for each Unit for which the Subscriber subscribes;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Taxable Income**" and "**Taxable Loss**" means, in respect of any Fiscal Year, the income or loss of the Partnership determined in accordance with the Tax Act;

"**Technical Advisor**" means a professional engineering consultant engaged from time to time by the Partnership or the General Partner, on behalf of the Partnership, to provide the Partnership with technical services with respect to investments in Producing Assets, oil and/or natural gas Programs or valuation of Investments;

"**Term**" means the period from the date of the initial Closing to the date on which the partnership is dissolved in accordance with Article 13;

"**Termination Date**" has the meaning ascribed thereto in Subsection 2.8(a);

"**Toscana**" means Toscana Energy Corporation;

"**Unit**" means a unit of limited partnership interest in the Partnership, as provided in this Agreement;

"**Unit Certificate**" means the form of certificate representing Units;

"**Valiant**" means Valiant Trust Company;

"**Warrant**" means warrants exercisable to purchase shares or other securities of a Resource Company; and

"**Working Interest**" means a non-operated direct working interest or similar interest in production and/or production revenue from a Property.

1.2 Interpretation. For the purposes of this Agreement, except as otherwise expressly provided:

(a) "**this Agreement**" means this Agreement, including the recitals hereto, as it may from time to time be supplemented or amended (and not any particular Article, Section, Subsection or other subdivision or recital hereof) as the same may, from time to time, be supplemented or amended and in effect;

(b) all references in this Agreement to designated "**Articles**", "**Sections**" or "**Subsections**" or other subdivision or to a recital are to the respective Articles, Sections and Subsections or other subdivisions of, or recitals to, this Agreement;

(c) the words "**hereof**", "**herein**", "**hereto**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision of, or recital to, this Agreement unless the context or subject matter otherwise requires;

(d) the division of this Agreement into Articles, Sections, Subsections and other subdivisions or recitals and the insertion of the table of contents or headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(e) words importing the singular of any term include the plural and vice versa, words importing gender include all genders, the word "**or**" is not exclusive and the word "**including**" is not limiting, whether or not non-limiting language (such as "**without limitation**" or "**but not limited to**" or words of similar import) is used with reference thereto;

(f) whenever reference is made to a calculation to be made or an action to be taken in accordance with IFRS, such reference will be deemed to be to IFRS applicable as at the date on which such calculation or action is made or taken or required to be made or taken in accordance with IFRS;

(g) reference to currency means Canadian currency;

(h) a reference to a statute includes all regulations or rules made thereunder, all amendments to such statute, regulations or rules in force from time to time, and any statutes, regulations or rules that supplement or supersede such statute, regulations or rules;

(i) a reference to a Person includes any other Person that is a successor to such first-mentioned Person;

(j) the number of Units held by a Limited Partner at any time will be the number of Units shown on the Register as being held by that Limited Partner;

(k) Persons are deemed not to be dealing at "**arm's length**" with one another at any particular time if they would not be dealing at arm's length with one another for the purposes of the Tax Act;

(l) a Person is deemed to be "**related**" to the General Partner if the Person:

(i) is a director or officer of the General Partner or an affiliate of the General Partner;

(ii) beneficially owns or controls, directly or indirectly, securities of the General Partner or an affiliate of the General Partner;

(iii) is beneficially owned or controlled, directly or indirectly, by any Person described in (i) or (ii) above;

(iv) is a relative, including the spouse, of any individual described in (i) or (ii) above;

(m) in the event that any date on which any action required to be taken pursuant to this Agreement by any of the parties hereto is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day; and

(n) all references to "**approval**", "**authorization**", "**choice**", "**consent**" or "**opinion**" or variants thereof means or refers to written approval, written authorization, written choice, written consent or written opinion.

1.3 Severability. If any Article, Section or Subsection or other subdivision of, or recital to, this Agreement or any portion thereof is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity will not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section, Subsection or other subdivision thereof, or recital thereto, will be deemed to be severed from the remainder of this Agreement.

1.4 Governing Law. This Agreement and its application and interpretation will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

1.5 Waiver. The Limited Partners by Extraordinary Resolution may waive any default on the part of the General Partner and release the General Partner from any claims in respect of the default on such terms as may be specified in such resolution.

1.6 Impediments to Performance. As often as the General Partner is delayed or restricted in the observance or performance of an obligation under this Agreement due to any law, regulation, order in council or other order or direction of any governmental department, officer or authority, any order of a court of competent jurisdiction, any inability to obtain permission or authority required by law to observe or perform such obligation, any disruption in the supply of labour or any material, service or utility, or any other cause beyond the control of the General Partner, whether of the foregoing character or not, the General Partner shall be entitled to extend the time for observance or performance of such obligation by a time equal to the duration of such delay or restriction and no-one else bound by this Agreement shall be entitled to any compensation from the General Partner for any damage, discomfort, inconvenience or nuisance suffered as a consequence of the delay, restriction or extension. Notwithstanding such impediments, the General Partner shall take reasonable steps to fulfil its obligations under this Agreement.

1.7 Schedule. The following schedule is incorporated into and forms an integral part of this Agreement:

Schedule A - Transfer Form and Power of Attorney

ARTICLE 2 - FORMATION OF PARTNERSHIP

2.1 Formation of the Partnership. The General Partner and the Initial Limited Partner hereby acknowledge and confirm the formation of the Partnership as a limited partnership under the *Partnership Act* (British Columbia) under the name of "Maple Leaf 2012-II Energy Income Limited Partnership" or such other name or names as the General Partner may determine from time to time.

2.2 Principal Place of Business. The principal place of business of the Partnership will be the principal business address of the General Partner in Vancouver, British Columbia, which as at the date hereof is 808- 609 Granville Street, Vancouver, British Columbia V7Y 1G5. Notice of any change of the principal business address of the General Partner will be given to all Partners.

2.3 Fiscal Year. The first fiscal period of the Partnership ended on December 31, 2012. Thereafter each fiscal period of the Partnership will commence on January 1 and will end on the earlier of December 31 of that year or the date of dissolution or other termination of the Partnership. Each such fiscal period is referred to in this Agreement as a "**Fiscal Year**".

2.4 Business of the Partnership.

(a) The business of the Partnership (the "**Business**") is to invest in Producing Assets and/or Working Interests and similar interests (including royalties) and to participate in the development of Properties with the investment objective of achieving income paid monthly from the Partnership's share of oil and gas production revenue immediately (in the case of Producing Assets) or upon completion of certain development drilling programs (in the case of Working Interests), potential capital appreciation upon divestiture of assets and a 100% income tax deductible investment for Limited Partners.

(b) The Partnership will use its commercially reasonable efforts to, on a date that is on or before December 31, 2013, use all Available Funds to invest in Investments and incur Eligible Expenditures, under Programs and/or by investing in Producing Assets, of which Eligible Expenditures the Partnership will allocate 100% to Subscribers who are Limited Partners on that date,.

(c) It is the objective of the Partnership that 100% of Eligible Expenditures so incurred by the Partnership will be in respect of CDE and/or COGPE; however, it is possible that due to investment opportunities available to the Partnership at the time or due to drilling results, a portion of Eligible Expenditures may be incurred, or a portion of CDE may be reclassified, as CEE**.**

(d) The Partnership will allocate Eligible Expenditures incurred in any particular calendar year to persons who are Limited Partners on December 31 of that year in proportion to the number of Units those Limited Partners hold on that date.

(e) Any Available Funds that have not been committed by the Partnership for investment in Investments by December 31, 2013 will be distributed by February 15, 2014 on a *pro rata* basis to Limited Partners of record as at December 31, 2013, unless the Limited Partners vote to retain such funds in the Partnership by Ordinary Resolution.

(f) The Partnership may carry on any business and exercise all powers ancillary and incidental to, or in furtherance of, the Business. The Partnership will not carry on any other business.

(g) The Partnership will not carry on business in any jurisdiction unless the General Partner has taken all reasonable steps that may be required by the laws of that jurisdiction for the Limited Partners to benefit from such limited liability.

(h) The Partnership will carry on business in such manner as to ensure, to the greatest extent possible, the limited liability of the Limited Partners.

2.5 Investment Strategy. In order to achieve its investment objectives, the Partnership will enter into Investment Agreements on selected Properties, in each case with Oil and Gas Companies. Pursuant to each of these Investment Agreements, the Partnership intends to cause the Oil and Gas Companies to expend the Partnership's investment funds to develop and operate production-oriented drilling Programs with the objective of generating income from the development and production of oil and natural gas.

The Partnership will use its best efforts to participate in Programs with Oil and Gas Companies that, collectively with all other Investments of the Partnership, will comprise a portfolio of joint ventures focused on lower risk development opportunities and, to a lesser extent (if at all), exploration opportunities. The Partnership will focus primarily on oil Programs and the Investment Portfolio will be diversified with several operators and geographic locations.

The Partnership will participate in a Program only if it is a development or exploration Program that has been subject to a complete technical analysis by the General Partner or, where appropriate, by a Technical Advisor, inclusive of geophysical, geological and analogous comparisons, and that has proprietary land positions and drill-ready prospects which can be reviewed and confirmed by one or more such parties.

The Partnership will focus on Programs that target Development Wells that: (a) are located in areas with sufficient infrastructure so that successful wells can be tied-in in a timely manner or regarding which it is reasonable to anticipate that a meaningful valuation of any reserves attributable to the Partnership's interest may be performed by a Technical Advisor; (b) have low exposure to high risk Exploration Wells, if any; and (c) have drill-ready target areas which include, whenever possible, multi-zone prospects situated in active areas with reasonably close or existing infrastructure.

Once an acceptable Program is identified, the General Partner will negotiate an Investment Agreement with one or more Oil and Gas Companies seeking to participate in the Program. All oil and natural gas expenditures incurred, and any rights that may thereby be earned by the Partnership through an Investment, will be governed by the industry standard operating procedure that will form part of the particular Investment Agreement.

The Partnership may participate in Investments with private or public companies, trusts or partnerships. The key determinants for deciding to participate in an Investment will be: (a) the General Partner's assessment that the Program is well designed; and (b) that the Oil and Gas Company has a strong and capable management team, with a track record of successfully exploiting reserves and generating shareholder value and with a majority of senior officers having ten or more years of experience in the oil and/or natural gas industry.

The Partnership will only participate in Investments with Oil and Gas Companies which have reasonably demonstrated to the General Partner that they possess sufficient funds or have the ability to access sufficient funds to cover their share of costs in connection with any Program, which include the costs associated with tie-ins, any necessary processing facilities or pipelines and operational capital. The Partnership's maximum capital expenditure dedicated to the drilling and/or completion of any single well will not exceed the greater of: (a) 75% of the total cost of a particular well; and (b) 20% of the Available Funds.

In addition to the foregoing, the Partnership is also entitled to invest in Producing Assets. While the General Partner currently expects that the Partnership's interests in Producing Assets would generally be non-operated, where an appropriate opportunity presents itself, the Partnership may act as operator or engage agents to operate such assets on behalf of the Partnership.

2.6 Investment Restrictions. Neither the Partnership nor the General Partner will:

(a) purchase or sell commodity contracts;

(b) guarantee the securities or obligations of any Person, other than guarantees involving the securities or obligations of the Partnership or the General Partner that are permitted under this Agreement;

(c) purchase or sell derivatives except for the purpose of managing risk with respect to the Partnership's investments;

(d) purchase securities other than High-Quality Money Market Instruments, Offering Shares received pursuant to an Offer or securities in the course of a Liquidity Event, or make short sales of securities or maintain a short position in any security;

(e) purchase any security which may by its terms require the Partnership to make a contribution in addition to the payment of the purchase price, but this restriction will not apply to the purchase of Warrants or other securities which are paid for on an instalment basis where the total purchase price and the amount of all such investments is fixed at the time the initial instalment is paid;

(f) purchase mortgages; or

(g) knowingly make any investments contrary to the provisions regarding conflicts of interest as set out in Article 10.

Notwithstanding the preceding paragraph, the Partnership will not engage in any undertaking other than the investment of the Partnership's assets. The General Partner will engage in no undertaking other than management of the Partnership's business.

2.6(A) Borrowing for Investment Purposes. In accordance with the terms set out in the Prospectus, the Partnership may increase its investment in a Property or Program based on development results from the initial Program. In order to fund an additional investment, the Partnership may borrow an amount up to 50% of the value of the Partnership's Investments as determined by reference to the most recent Independent Reserve Report as at the date of any such borrowings.

The Partnership may borrow from financial institutions on conventional lending terms. In addition, the Partnership may borrow from Toscana or an affiliate of Toscana on commercially reasonable terms, provided that such borrowings are approved by the directors of the General Partner that are not also directors or officers of Toscana or any of its affiliates.

2.7 Amendment of the Business, Investment Strategy or Investment Restrictions. Any change in the Business specified in Subsection 2.4(a), the Investment Strategy specified in Section 2.5, the Investment Restrictions specified in Section 2.6 or the borrowing practices specified in Section 2.6(A), must be approved by the Limited Partners by Extraordinary Resolution.

2.8 Term of the Partnership.

(a) The Partnership became a limited partnership on the date of the filing the Certificate of Limited Partnership. The Partnership will pursue its activities until that date (the "**Termination Date**") which falls on the earliest of:

(i) June 30, 2015, unless the Partnership is extended by Ordinary Resolution pursuant to section 2.9(c);

(ii) the date upon which the Partnership disposes of all its assets, and otherwise ceases to carry on an active business; and

(iii) a date determined and approved by the General Partner and authorized by an Extraordinary Resolution unless the Partnership is dissolved on a different date in

accordance with this Agreement. Upon dissolution, the General Partner shall deal with the assets of the Partnership as described in Section 13.1.

(b) In connection with each meeting of Limited Partners that is held to consider advancing the Termination Date, the General Partner shall provide to the Limited Partners appropriate disclosure on which to base their decision as to whether or not to approve the proposed change.

2.9 Liquidity Event.

(a) In order to provide Limited Partners with liquidity, the General Partner intends to implement a Liquidity Event when a sufficient portion of the Partnership's assets have reached a stage of production stability which, in the opinion of the General Partner, allows them to be fairly valued and sold and in any event intends to implement a Liquidity Event on or before December 31, 2014. The General Partner presently intends the Liquidity Event will involve one or more of the sale of the Investments to a publicly traded company in exchange for listed securities of that company, the sale of all of the Units in exchange for listed securities of a publicly listed company and/or cash, the sale of the Investments of the Partnerships for cash, a Stock Exchange Listing, or where the Liquidity Event has resulted in the Partnership receiving shares of a corporation and the General Partner believes it is in the best interests of the Limited Partners to do so, implement a Mutual Fund Rollover Transaction. The Liquidity Event will be implemented on not less than 21 days' prior written notice to Limited Partners. The terms of the Liquidity Event shall provide for the receipt of all necessary regulatory approvals, and compliance with all applicable laws.

(b) The General Partner may, in its sole discretion and shall, if the terms of the Liquidity Event are substantially different from those described in Section 2.9(a) above and the Prospectus, or is otherwise required by law, call a meeting of Limited Partners to approve a Liquidity Event and no Liquidity Event will be implemented if a majority of the Units voted at such meeting are voted against such Liquidity Event.

(c) In the event a Liquidity Event is not implemented by December 31, 2014, the General Partner will call a meeting of Limited Partners to determine by Ordinary Resolution whether the Partnership will: (a) auction off the Investments and be dissolved on or about June 30, 2015, and distribute its net assets *pro rata* to the Partners; or (b) continue in operation.

(d) If the party acquiring the assets pursuant to a Liquidity Event is Toscana Energy Income Corporation or an affiliate of Toscana or is controlled by the General Partner or an affiliate of the General Partner, then the General Partner will (a) obtain a fairness opinion from a Canadian investment dealer or oil and gas advisory firm that the consideration offered under the Offer is fair, from a financial point of view, to Limited Partners, and (b) establish a special committee of independent directors of the General Partner to review the Offer and recommend acceptance or rejection of the Offer to the full board.

(e) The General Partner is irrevocably authorized to transfer the assets of the Partnership pursuant to and otherwise implement a Liquidity Event, to implement the dissolution of the Partnership, and to file all elections under applicable income tax legislation in connection with a Liquidity Event and any resulting dissolution of the Partnership, subject to the requirements of this Section.

2.10 Continuation into Another Jurisdiction. To the extent permitted by law, the General Partner may cause the Partnership to be continued under the laws of another jurisdiction within Canada, if the General Partner determines that it would be in the best interest of the Partners to do so and such continuation has been approved by an Extraordinary Resolution.

2.11 Title to Partnership Assets. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity and no Limited Partner, individually, shall have any ownership in such property. The General Partner may hold title to the property of the Partnership in its

own name for the benefit of the Partnership and the General Partner will execute one or more declarations of trust thereof in favour of the Partnership and cause each such declaration to be filed or registered whenever and wherever the General Partner considers advisable for the protection of the interests of the Partnership.

2.12 Acknowledgements by Limited Partners. Each of the Limited Partners hereby acknowledges and agrees as follows:

(a) Such Limited Partner:

(i) has all necessary power and authority to enter into this Agreement, to give the representations, warranties and covenants made by such Limited Partner in this Agreement, and to grant the power of attorney set out in Section 19.1; and

(ii) is liable for all obligations of a Limited Partner of the Partnership.

(b) All documents executed and other actions taken on behalf of the Limited Partner pursuant to the power of attorney set out in Section 19.1 will be binding upon such Limited Partner, and each Limited Partner hereby agrees to ratify any of such documents or actions upon request by the General Partner.

ARTICLE 3 - PARTNERSHIP CAPITAL AND UNITS

3.1 Partnership Capital. The interest of the Limited Partners in the Partnership is divided into an unlimited number of Units. Each person recorded on the Register as a Limited Partner shall be deemed to be the holder of record of the number of Units set out opposite his or her name thereon. No fractional Units shall be issued or permitted to be issued, transferred or assigned. The General Partner is, subject to compliance with the *Partnership Act* and all applicable securities legislation, authorized to offer at the Subscription Price a minimum of 50,000 Units pursuant to the Offering. The capital of the Partnership will consist of the proceeds from the sale of Units, plus the amount contributed by the General Partner from time to time as provided in this Agreement. As of the date hereof, no Units, other than the Initial Unit, have been issued. For greater certainty, the Units constitute securities for the purposes of the *Securities Transfer Act* (Ontario) and similar legislation in other jurisdictions.

3.2 Maximum and Minimum Units which may be Purchased by a Limited Partner. Subject to Sections 3.17 and 3.18, there is no restriction on the maximum number of Units that a Limited Partner may hold in the Partnership. The minimum number of Units that may be purchased by any Person (except the Initial Limited Partner) pursuant to the Offering is 50 Units.

3.3 Nature of Units. Except as otherwise herein expressly provided, each issued and outstanding Unit shall be equal to each other Unit with respect to all rights, benefits, obligations and limitations provided for in this Agreement and all other matters, including the right to receive Distributions from the Partnership during the continuation of the Partnership and upon its dissolution, and no Unit shall have any preference, priority or right in any circumstances over any other Unit. Subject to the voting restrictions contained in Section 15.7, each Limited Partner will be entitled to one vote for each Unit held by him or her in respect of all matters to be decided by the Limited Partners.

3.4 Offering of Units. The General Partner may raise capital for the Partnership by selling Units from treasury from time to time. The General Partner will determine the terms and conditions of such sale, provided that such terms and conditions do not materially adversely affect the interests of those who are Limited Partners at the time of sale of the Units. The General Partner may do all lawful things in connection with selling Units, including preparing and filing such documents as may be necessary or advisable, communicating with prospective Subscribers of Units and assisting in structuring their proposed purchases of Units, paying the expenses of sale, seeking and obtaining exemptions from having to file a prospectus in connection with such sale, engaging special counsel for Subscribers of Units as a group, and entering into agreements with any underwriters, agents and other persons providing for a commission or fee in respect of such sale and paying such commissions and fees out of the Partnership's assets. All

things done by the General Partner in that regard are hereby ratified and confirmed, provided that the General Partner has complied with Section 8.2 of this Agreement and all applicable securities laws.

3.5 Book-Based System. The General Partner has entered or will enter into an agreement with CDS pursuant to which, among other things, registration of interests in Units and transfers of the Units will be made through the book-based system administered by CDS (the "**Book-Based System**"). At each Closing, non-certificated interests representing the aggregate number of Units subscribed for under the Offering will be recorded in the name of CDS or its nominee on the register of the Partnership maintained by Valiant on the date of such Closing.

Units must be purchased and/or transferred through a CDS participant. All rights of an owner of Units must be exercised through, and all payments or other property to which such owner is entitled will be made or delivered by, CDS or the CDS participant through which the owner holds such Units. Upon purchase of any Units, the owner will receive only the customary confirmation. References in this Agreement to unitholders or a holder of Units means, unless the context otherwise requires, the owner of the beneficial interest in such Units.

The ability of a beneficial owner or an owner of Units to pledge such Units or otherwise take action with respect to such owner's interest in such Units (other than through a CDS participant) may be limited due to the lack of a physical certificate.

It is acknowledged and agreed by each of the Limited Partners that there may be time delays in the recording of information by CDS in the Book-Based System and the recording of information in the Register. However, the General Partner will ensure that, as at the last day of December for each year that the Partnership is in existence, the Register is accurate and complete and the record maintained by CDS reflects the Register by CDS participant, to the extent applicable.

Subject to termination of the Book-Based System by the General Partner, in its sole discretion, beneficial holders of Units will not be entitled to receive a certificate or other instrument representing Units or evidencing beneficial ownership of Units from the Partnership, Valiant, CDS or any other Person and the ownership of Units shall be evidenced solely and conclusively by the Register maintained pursuant to Section 11.1. If the Partnership determines to terminate the Book-Based System, the Partnership shall cause certificates evidencing the Units to be issued and delivered to the unitholders shown on the Register as of the effective date of such termination, such certificates to be prepared in compliance with all Applicable Law, and subject to this Agreement.

3.6 Receipt. The receipt for any money, securities and other property from the Partnership by a person in whose name any Unit is recorded on the Register, or if such Unit is registered in the names of more than one person, the receipt therefor by any one of such persons or of the duly authorized agents of any such person in that regard shall be a sufficient discharge for all money, securities and other property payable, issuable or deliverable in respect of such Unit and from all liability to see to the application thereof.

3.7 Registrar and Transfer Agent. Valiant Trust Company, or such other person as may be appointed from time to time by the General Partner, shall be the Registrar and Transfer Agent of the Partnership and shall, in such capacity, act as registrar and transfer agent of the Units and shall maintain the Register.

The General Partner shall cause the Registrar and Transfer Agent to perform all other duties usually performed by a registrar and transfer agent of certificates of shares in a corporation, except as the same may be modified by reason of the nature of the Units. If there is a change in the Registrar and Transfer Agent, the General Partner will notify the Limited Partners of such change.

3.8 Admission as Additional or Substituted Limited Partner. When a Subscriber's subscription has been accepted pursuant to Section 4.5 and such Subscriber's (or his or her agent's) cheque for the Subscription Price has been honoured upon presentation for payment, or where a successor of a Limited Partner is entitled to become a Limited Partner pursuant to the provisions hereof:

(a) all Partners will be deemed to consent to the admission of the Subscriber or the successor to the Partnership as a Limited Partner, without any further act of the Partners;

(b) the General Partner shall, or shall cause the Registrar and Transfer Agent to, enter such Subscriber or successor on the Register as a Limited Partner and as the holder of record of the applicable number of Units; and

(c) the General Partner shall execute this Agreement on behalf of such Subscriber or successor.

Upon the completion of the foregoing matters, such Subscriber or successor, as the case may be, shall become a Limited Partner and the General Partner shall, or shall cause the Registrar and Transfer Agent to, make such filings and recordings, if any, as are required by law.

3.9 No Joint or Nominee Ownership. The General Partner shall deny, or if applicable shall instruct the Registrar and Transfer Agent to deny, any transfer of Units to joint transferees or to a transferee identified only by a nominee name.

3.10 Recording of Transfer. Subject to the provisions of Article 5, the Registrar and Transfer Agent will record all transfers of Units and the General Partner will amend or cause to be amended the Register and will do all things and make such filings and recordings as are required by law to effect and record such transfers.

3.11 Execution of Unit Certificate. Every Unit certificate must be signed by at least one officer or director of the General Partner and by at least one authorized signing officer of the Registrar and Transfer Agent, but any signature other than that of the authorised signing officer of the Registrar and Transfer Agent appearing thereon may be mechanically reproduced, and the validity of a certificate will not be affected by the circumstances that a person whose signature is so reproduced is deceased or no longer holds the office which such person held when the reproduction of such person's signature in that office was authorized.

3.12 New Certificate to Transferor. If a Limited Partner claims a Unit certificate evidencing one or more Units recorded in its name has been defaced, lost, destroyed or wrongly taken, the General Partner will cause a new Unit certificate to be issued in substitution for such Unit certificate if the holder:

(a) delivers to the Registrar and Transfer Agent the defaced Unit certificate; or

(b) delivers to the Registrar and Transfer Agent;

(i) a statutory declaration verifying such loss, destruction or wrongful taking and the entitlement of the holder; and

(ii) an indemnity bond in a form and in an amount satisfactory to the General Partner indemnifying and holding harmless each of the Registrar and Transfer Agent, the General Partner and the Partnership from every cost, damage, liability, loss or expense suffered or incurred as a result of or arising out of the issue of the new Unit certificate; and

(c) satisfies such other requirements as are imposed by the General Partner or the Registrar and Transfer Agent.

3.13 Effective Date of Transfer. The effective date of any transfer of Units is the later of the day on which all necessary documentation respecting such transfer has been filed or completed in accordance with this Agreement and applicable legislation and the day the General Partner records the transferee in the Register as having been admitted as a Limited Partner, as of which date the transferee will become a Limited Partner and will be deemed to have been accepted as such by every other Limited Partner. No transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective.

3.14 No Obligation to See to Execution of Trust. Except as specifically provided in this Agreement, neither the Registrar and Transfer Agent, if applicable, nor the General Partner shall be bound to recognize or see to the execution of any trust (express, implied or constructive) or any charge, pledge or equity to which any of the Units or any interest therein may be subject nor to ascertain or inquire whether any sale or transfer of any such Units or any

interest therein by any Limited Partner or his or her personal representatives is authorized by such trust, charge, pledge or equity, nor to recognize any person as having any interest in, or rights of an owner of, any Units except for the person recorded on the Register as the holder of such Units.

3.15 Successors in Interest of Limited Partners. Any person becoming entitled to any Units in consequence of the death, incapacity or bankruptcy of any Limited Partner, or otherwise by operation of law, shall be recorded in the Register as a Limited Partner and as the holder of such Units only upon production of evidence satisfactory to the Registrar and Transfer Agent of such entitlement, upon delivery of such a Transfer Form and Power of Attorney and other documentation as the General Partner and the Registrar and Transfer Agent shall request, acting reasonably, duly completed and properly executed, upon compliance with and subject to the provisions of Article 5, and upon delivery to the Registrar and Transfer Agent of such other evidence, approvals and consents in respect of such entitlement as the Registrar and Transfer Agent may require or as may be required by law. In the absence of compliance:

(a) such entitlement will not be recognized;

(b) the person claiming such entitlement will not be entered in the Register and will not become a substituted Limited Partner under the *Partnership Act*;

(c) no amendment to the Register will be made; and

(d) 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 contributed to which the transferor would otherwise be entitled.

3.16 Continuing Liability after Transfer. A transferor of Units will remain liable for reimbursement to the Partnership of any amount distributed to it by the Partnership that may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if such distribution resulted in reduction in the capital of the Partnership and in the incapacity of the Partnership to pay its debts as and when such debts become due.

3.17 Pledge of Unit. A Limited Partner may mortgage, hypothecate, pledge, charge or grant a security interest in a Unit held by such Limited Partner as security for a loan to or an obligation of such Limited Partner, provided that the person in whose favour such mortgage, hypothecation, pledge, charge or security interest is granted executes and delivers to the General Partner an acknowledgement in a form acceptable to the General Partner whereby such person agrees that in the event of enforcement of such security it will be bound by and subject to the terms of this Agreement. If a Unit is so mortgaged, hypothecated, pledged, or charged or if a security interest therein is so granted, the General Partner will, upon receipt of a written request from the Limited Partner, deliver to the person specified by the Limited Partner in the written request a written acknowledgement of notice of the mortgage, hypothecation, pledge, charge or granting of a security interest and confirmation that, upon receipt by the General Partner of a written order from that person setting forth an address for payment in Canada, all distributions by the Partnership in respect of the Unit will thereafter be made to that person at that address, or at such other address in Canada as that person from time to time advises the General Partner in writing, until that person delivers to the General Partner a written release from such acknowledgement and order, and the Limited Partner, by delivering the written request to the General Partner, will thereby authorize the General Partner to make, and consent to make all distributions so made.

3.18 Limitation Regarding Ownership of Units. At no time may Financial Institutions be the beneficial owners of more than 45% of the number of outstanding Units. The General Partner may, from time to time, require any Limited Partner to provide a declaration as to its status as a Financial Institution. If the General Partner becomes aware that the beneficial owners of 45% or more of the Units then outstanding are, or may be, Financial Institutions or that such a situation is imminent, the General Partner has the right to refuse to issue or to reject the transfer of Units to any person unless the person provides a declaration in form and content satisfactory to the General Partner that the person is not a Financial Institution.

3.19 Take Over Bids. The General Partner shall reject any transfer of Units where a Person who, alone, or jointly or in concert with another Person makes an offer to one or more Limited Partners to acquire Units, if the Units subject to the offer to acquire, together with the offeror's securities constitute 20% or more of the Units outstanding as at the date of that offer to acquire (a "**Take Over Bid**"), unless such offeror makes an irrevocable offer to purchase all or any portion of the issued Units that are outstanding as of the date of the initial Take Over Bid for the same price and on the same terms as set out in the original Take Over Bid and such offer will remain outstanding for not less than 35 days.

3.20 Post-Take Over Bid Acquisition Procedure. If a Take Over Bid is made for Units and is accepted by the holders of a number of Units which, together with the Units held by the offeror and its affiliates and the associates, constitute 90% of the Units then outstanding, the offeror will be entitled to acquire, for the same amount of money or other consideration per Unit as was offered under the bid, those Units in respect of which the bid was not accepted, upon complying with requirements with respect to those Units and the holders thereof that are the same as those with which the offeror, if those Units were shares issued under the CBCA in respect of which such bid by the offeror had not been accepted, would be required under section 206 of the CBCA to comply in order to be entitled to acquire such shares on such basis.

ARTICLE 4 - SALE OF UNITS AND CONTRIBUTIONS

4.1 Sale of Units. The General Partner shall be entitled to raise capital for the Partnership in the Jurisdictions and such other Canadian jurisdictions as the General Partner determines at any time in 2012. The minimum number of Units which may be so issued shall be 50,000 and the maximum shall be 300,000. Subject to the provisions of the Securities Acts governing the Offering, individual subscriptions made under the Offering must be for at least 50 Units and thereafter may be for single Units. The Subscription Price to be paid or caused to be paid by a Subscriber for each Unit under the Offering shall be $100.00. If at least 50,000 Units are subscribed for in the initial Closing, subsequent Closings may occur.

4.2 No Certificates.

(a) Any purchase or transfer of the Units must be made through CDS participants through the Book-Based System. Indirect access to the Book-Based System is also available to other institutions that maintain custodial relationships with a CDS participant, either directly or indirectly. Each purchaser of a Unit will receive a customer confirmation of purchase from the CDS participant from whom such Units are purchased in accordance with the practices and procedures of such CDS participant.

(b) No Limited Partner will be entitled to a certificate or other instrument from CDS evidencing that Limited Partner's interest in or ownership of Units, nor, to the extent applicable, will such holder be shown on the records maintained by CDS, except through an agent who is a CDS participant. Distributions on Units, if any, will be made by the Partnership to CDS which will then be forwarded by CDS to its CDS participants and thereafter to the Limited Partners.

4.3 Title to Units. Except as provided herein or as required by law, the Partnership and Valiant, notwithstanding any notice to the contrary, shall be entitled to treat the Limited Partners as the absolute beneficial owners of the Units and of the rights represented thereby for all purposes as the Persons entitled to determine the Persons entitled to any distributions or to any notice provided for in this Agreement, and shall not be bound to take notice of or see to the execution of any trust, whether express, implied or constructive, to which any Limited Partner may be subject.

4.4 Initial Limited Partner. The Initial Limited Partner subscribed for one Unit in consideration for the contribution of the sum of $100.00 to the capital of the Partnership.

4.5 Subscription for Units.

As provided in the Prospectus, the acceptance by the General Partner of a Subscriber's offer to purchase Units, whether in whole or in part, constitutes a subscription agreement between the Subscriber and the Partnership upon the terms and conditions set out in the Prospectus and this Agreement, including the following:

(a) each Subscriber consents to the disclosure of certain information to, and the collection and use by, the General Partner and its service providers of all such information about such Subscriber that the General Partner or the service providers require in order to maintain the record of limited partners or for applicable tax purposes, including the name and address of such Subscriber or address for service and the social insurance number or corporation account number of such Subscriber, as the case may be, for the purpose of administering such Subscriber's subscription of Units, and agrees to confirm to the General Partner the accuracy of such information prior to the dissolution of the Partnership;

(b) the acknowledgement by such Subscriber that the Subscriber is bound by the terms of this Agreement and is liable for all obligations of a Limited Partner, including the obligation to pay the amounts due when due on account of the Subscription Price;

(c) such Subscriber represents, warrants and covenants that (i) it is not a "non-resident" of Canada for purposes of the Tax Act, as described in Section 14.2 herein, and that it will maintain such status during such time as Units are held by the Subscriber; (ii) no interest in the Subscriber is a "tax shelter investment" as that term is defined in the Tax Act; (iii) the Subscriber's acquisition of the Units has not been financed with borrowings for which recourse is, or is deemed to be, limited within the meaning of the Tax Act as more fully described in Sections 14.2 and 14.4 herein; (iv) unless the Subscriber has provided written notice to the contrary to the General Partner prior to the date of becoming a Limited Partner, such Subscriber is not a Financial Institution and such Subscriber will continue not to be a Financial Institution during such time as Units are held by such Subscriber; (v) unless, in all cases, the Subscriber has provided written notice to the contrary to the General Partner prior to the date of acceptance of the Subscriber's subscription for Units, the Subscriber is not a Resource Company and deals at arm's length within the meaning of the Tax Act with any Resource Company, the General Partner or any Oil and Gas Company that is a party to an Investment Agreement; and (vi) the Subscriber is not a partnership (other than a "Canadian partnership" for purposes of the Tax Act);

(d) such Subscriber irrevocably nominates, constitutes and appoints the General Partner as its true and lawful attorney with the full power and authority as set out in this Agreement, as more fully described in Section 19.1 herein;

(e) such Subscriber irrevocably authorizes the General Partner to enforce and realize on the security interest (if any) of the Partnership in the Units granted under this Agreement and to transfer the assets of the Partnership or otherwise effect a Liquidity Event and implement any dissolution of the Partnership in connection with such Liquidity Event, as more fully described in Section 2.9 herein, and to transfer assets of the Partnership pursuant to Offers;

(f) such Subscriber irrevocably authorizes the General Partner to file on its behalf all elections under applicable income tax legislation in respect of any transfer of the assets of the Partnership or the dissolution of the Partnership, as more fully described in Section 2.9 herein, or pursuant to Offers; and

(g) such Subscriber covenants and agrees that all documents executed and other actions taken on behalf of the Limited Partners pursuant to the power of attorney set out in Section 19.1 of this Agreement will be binding upon such Subscriber, and each Subscriber agrees to ratify any of such documents or actions upon request by the General Partner.

Such subscription agreement shall be evidenced by delivery of the Prospectus to such Subscriber, provided that the Subscription of such Subscriber has been accepted by the General Partner.

4.6 Refusal of Subscription. The General Partner shall have the right, in its sole discretion, on behalf of the Partnership, to refuse to accept any subscription for Units, either in whole or in part. If, for any reason, a subscription for Units is not accepted or such subscription is accepted and the Subscriber is not entered on the Register as a Limited Partner, for any reason, the General Partner shall forthwith cause the Partnership to refund to the Subscriber the Subscription Price for each Unit for which a subscription was not accepted but which was previously paid for by such Subscriber together with accrued interest thereon, if any.

4.7 Subscription Funds. All funds received by the General Partner on account of the Subscription Price of a Unit will, until the subscription for the Unit has been accepted or refused by the General Partner, be deposited in an account separate from other funds of the General Partner or the Partnership, and any interest on funds so deposited and not refunded to a Subscriber pursuant to Section 4.6 will be income of the Partnership.

4.8 General Partner Contribution. The General Partner has contributed the sum of $10.00 to the capital of the Partnership. The General Partner will have no obligation to subscribe for or otherwise acquire any Units or otherwise contribute to the capital of the Partnership, but the foregoing shall not be construed so as to prevent officers, directors, shareholders or other parties related to the General Partner from subscribing for or otherwise acquiring Units.

4.9 Accounts.

(a) The General Partner shall cause to be maintained on the books of the Partnership the following accounts for each Partner:

(i) an individual capital account (the "**Capital Account**"), which account shall be credited by the amount of any capital contribution made by such Partner and shall be debited by the amount of any capital distributed or returned to such Partner; and

(ii) an individual current account (the "**Current Account**"), which account shall be credited by the amount of Net Income allocated to such Partner and shall be debited by the amount of Net Loss allocated to such Partner and by the amounts distributed to such Partner other than as a return of capital.

(b) No Partner will have the right to withdraw any capital or other amount or receive any Distribution from the Partnership, except as provided in this Agreement and as permitted by law, but all Partners consent to such withdrawal of capital or receipt of a Distribution by any other Partner.

(c) No Partner will have the right to receive interest on any balance in his, her or its Capital Account or Current Account.

(d) Except as provided in this Agreement or the Partnership Act, no Partner will be liable to pay interest to the Partnership on any capital returned to such Partner.

(e) Where a Limited Partner has received the return of all or part of his, her or its capital, he, she or it shall be liable to the Partnership or, where the Partnership is dissolved, to its creditors for any amount, not in excess of the amount returned, with interest, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before the return of the capital.

(f) The interest of a Partner in the Partnership will not terminate by reason of there being a negative or zero balance in his, her or its Capital Account or Current Account.

(g) Subject to Subsections 4.9(e) and 12.1(b), after payment of the Subscription Price in full no Limited Partner shall be obligated to make any additional contributions to the capital of the Partnership.

ARTICLE 5 – TRANSFER OF UNITS

5.1 Accounts.

(a) Subject to this Agreement, Units may be transferred by a Limited Partner or the Limited Partner's duly authorized agent and the General Partner has the right to admit any transferee as a Limited Partner, subject to the following provisions:

(i) The General Partner intends not to approve the transfer of Units other than in exceptional circumstances;

(ii) A fractional Unit is not transferable, and a Limited Partner may transfer all or part of his or her Units only by delivering to the Registrar and Transfer Agent a form of transfer and power of attorney, substantially in the form annexed as Schedule "A" to this Agreement, duly completed and executed by the Limited Partner, as transferor, and the transferee and other necessary documentation duly executed, together with such evidence of the genuineness of the endorsement, execution and authorization thereof and of such other matters as may reasonably be required by CDS and/or the Registrar and Transfer Agent;

(iii) The transferee will become a Limited Partner in respect of the Unit transferred to him or her as of the day on which the prescribed information is entered on the register of Limited Partners;

(iv) Any transfer of a Unit will be at the expense of the transferee (but the Partnership will be responsible for all costs in relation to the preparation of any amendment to the Partnership's Register and similar documents in other jurisdictions);

(v) No transfer of Units will be accepted after notice of dissolution of the Partnership is given to the Limited Partners;

(vi) No transfer of a Unit shall cause the dissolution of the Partnership;

(vii) Transfers of Units in accordance with this Agreement shall be recorded in the Book-Based System; and

(viii) No Unit may be transferred to a "non-Canadian" for purposes of the Investment Canada Act, to a "non-resident" for purposes of the Tax Act, to a partnership which is not a "Canadian partnership" for purposes of the Tax Act or to a person an interest in which is a "tax shelter investment" for purposes of the Tax Act or to a person that has financed his, her or its intended acquisition of Units with a financing for which recourse is or is deemed to be limited (as further described in Sections 14.2 and 14.4) for purposes of the Tax Act. Any such transfer shall be void *ab initio*.

(b) A transferee of Units, by executing the transfer form, agrees to become bound and subject to this Agreement as a Limited Partner as if the transferee had personally executed this Agreement and, without limiting the generality of the foregoing, such transferee will be deemed to make all of the representations and warranties, covenants, agreements and acknowledgements of a Limited Partner pursuant to this Agreement and to grant the power of attorney provided for in Section 19 of this Agreement.

(c) A transferor of Units will remain liable to reimburse the Partnership for any amounts distributed to such transferor by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if the distribution resulted in a reduction of the capital of the Partnership and the incapacity of the Partnership to pay its debts as they became due.

5.2 Rejection of Transfers. The General Partner will have the right, in its sole and absolute discretion, to reject any transfer, in whole or in part, for any reason, including:

(a) the fact, or the General Partner's belief, that a transferee is (i) a "non-Canadian" for the purposes of the *Investment Canada Act*; (ii) a ''non-resident'' of Canada for the purposes of the Tax Act; (iii) a person an interest in which is a "tax shelter investment" for purposes of the Tax Act; (iv) a partnership (other than a "Canadian partnership" for purposes of the Tax Act) or a person buying Units on behalf of a partnership (other than a "Canadian partnership" for purposes of the Tax Act); (v) a person who has financed his, her or its acquisition of Units with borrowing which is a Limited Recourse Amount; (vi) a Resource Company; (vii) a person that does not deal at arm's length within the meaning of the Tax Act with any Resource Company, the General Partner or any Oil and Gas Company that is a party to an Investment Agreement; or (viii) a Financial Institution;

(b) the opinion of counsel to the Partnership that such transfer would result in the violation of any applicable securities laws; and

(c) the General Partner's belief that the representations and warranties provided by the transferee in the Transfer Form and Power of Attorney are untrue.

ARTICLE 6 - ALLOCATION OF INCOME, GAIN AND LOSS, AND ELIGIBLE EXPENDITURES

6.1 Determination of Net Income or Net Loss, Taxable Income or Taxable Loss. For the purposes of the allocation for accounting purposes of the Net Income or the Net Loss, Taxable Income or Taxable Loss of the Partnership and Eligible Expenditures in respect of a particular Fiscal Year, such Net Income or Net Loss, Taxable Income or Taxable Loss and Eligible Expenditures will be determined in accordance with IFRS or the Tax Act, as the case may be. In computing the Taxable Income and Taxable Loss for each Fiscal Year, the Partnership will claim the maximum amounts allowable under the Tax Act in respect of expenses of the Offering and operating expenses incurred by the Partnership, if any.

6.2 Allocation to Partners.

(a) Except as otherwise provided in this Agreement, any allocation of Net Income or Net Loss of the Partnership for any Fiscal Year that is to be made among the Partners pursuant to this Agreement shall be made among those persons who were Partners at the end of the Fiscal Year, in proportion to the number of Units held by each of them at the end of the Fiscal Year, or, in the event of dissolution of the Partnership, on the date of dissolution.

(b) Prior to the allocation of any amount or other property among the Partners pursuant to this Agreement, the General Partner shall in consultation with the Auditors, designate such allocation as being of a capital nature and/or of a non-capital nature.

6.3 Allocation of Net Income and Net Loss. The Partnership will, as soon as is practicable, in any event by the end of each Fiscal Year, allocate the Net Income and the Net Loss and the Taxable Income or Taxable Loss of the Partnership for each Fiscal Year, among the Partners as follows:

(a) with regards to the allocation of Net Income, including dividends:

(i) until Limited Partners have received cumulative Distributions equal to 100% of their aggregate Capital Contributions, 95% of Net Income will be allocated to the Limited Partners according to their respective Sharing Rates and 5% to the General Partner; and

(ii) after Limited Partners have received cumulative Distributions equal to 100% of their aggregate Capital Contributions, 75% of Net Income will be allocated to the Limited

Partners according to their respective Sharing Rates and 25% (consisting of the General Partner's Share and the Performance Bonus) will be allocated to the General Partner;

(b) with regards to the allocation of Net Losses, 99.99% of Net Losses to the Limited Partners of record on December 31 of such Fiscal Year, and on dissolution, according to their respective Sharing Rates at the date of dissolution and 0.01% to the General Partner;

(c) with respect to Taxable Income or Taxable Loss, this will to the extent permitted under the Tax Act, be allocated among the Partners in the proportions that like amounts of Net Income or Net Loss, respectively, would have been allocated; and

(d) any amount of Taxable Income or Taxable Loss that is, pursuant to any provision of this Agreement, to be allocated to Limited Partners will, without regard to the number of days during which any person has been a Limited Partner or has held any Units, be allocated among them *pro rata* in accordance with their respective Sharing Rates.

6.4 Allocation of Eligible Expenditures. The Partnership will allocate 100% of all Eligible Expenditures incurred by it in a particular Fiscal Year *pro rata* to the Limited Partners of record at the end of that Fiscal Year based on their respective Sharing Rates at the end of the Fiscal Year, and will make such filings in respect of such allocations as are required by the Tax Act. Subject to applicable law, the Partnership will not allocate any Eligible Expenditures to any person who has a Limited Recourse Amount which is reasonably related to Eligible Expenditures incurred by the Partnership. The Partnership will, to the extent possible, allocate any such unallocated Eligible Expenditures *pro rata* among those Limited Partners who do not have Limited Recourse Amounts based on their respective Sharing Rates at the end of the relevant Fiscal Year. If any Eligible Expenditures of the Partnership are reduced by the Limited Recourse Amount applicable to a particular Limited Partner, such reduction shall first reduce that Limited Partner's *pro rata* share of the Eligible Expenditures and, to the extent necessary, an appropriate adjustment to the Taxable Income or Loss, as applicable, which is allocated to such Limited Partner will be made.

6.5 Specified Reductions. Notwithstanding Sections 6.3 and 6.4, in the event that the actions of a particular Limited Partner (including financing his or her acquisition of Units with a financing that constitutes a Limited Recourse Amount) result in a reduction in the Taxable Loss of the Partnership, or reduction in the amount of any Eligible Expenditures allocated or that otherwise might be allocated by the Partnership to the Limited Partners, the amount of such reduction shall be applied firstly to reduce the share of the Taxable Loss, or the Eligible Expenditures, as applicable, that would otherwise be allocated to the particular Limited Partner pursuant to this Agreement. To the extent the amount of such reduction exceeds the Taxable Loss, or Eligible Expenditures, that would otherwise be allocated to the particular Limited Partner, the Taxable Loss, or Eligible Expenditures, after such reduction will be allocated among the Partners other than the particular Limited Partner in proportion to their respective Sharing Rates at the end of the relevant Fiscal Year of the Partnership. If, in a subsequent Fiscal Year, the particular Limited Partner takes steps which off-set all or part of the reduction in the Taxable Loss of the Partnership, or the reduction in the amount of such Eligible Expenditures, allocated or that otherwise might be allocated by the Partnership to the Limited Partners, such amount of the Taxable Loss of the Partnership, or Eligible Expenditures, as the case may be, as is restored at such time shall be first allocated *pro rata* among the other Partners until their share of the Taxable Loss, or Eligible Expenditures, is restored to what they would have been but for the actions of the particular Limited Partner and then to such particular Limited Partner.

6.6 Allocation Generally. It is the intention of the Partners that Net Income of the Partnership and Taxable Income of the Partnership be allocated, as between Limited Partners and the General Partner, in the same manner and to the same extent as Distributable Cash of the Partnership is ultimately distributed as between Limited Partners and the General Partner, taking into account distributions of Capital Accounts and the provisions of this Article 6 shall be interpreted accordingly.

6.7 Tax and Other Information. In accordance with the Tax Act, the General Partner will provide each Limited Partner with information required pursuant to the provisions of the Tax Act, including information on the Partnership's Net Income or Net Loss, Taxable Income or Taxable Loss, and allocation of Eligible Expenditures.

ARTICLE 7 - DISTRIBUTIONS

7.1 Distributions Generally.

(a) Except as otherwise provided for herein, any distribution of capital that is, pursuant to any provision of this Agreement, to be made among Limited Partners will be made in proportion to the credit balances in their respective Capital Accounts as at the end of the applicable Fiscal Year.

(b) Any distribution of cash of a non-capital nature that is to be made among the Limited Partners pursuant to this Agreement will be made in accordance with their respective Current Accounts at the end of the applicable Fiscal Year.

(c) Prior to the allocation or distribution of any amount or other property among the Partners pursuant to this Agreement, the General Partner shall, in consultation with the Auditors (if any), designate such allocation or distribution as being of a capital nature and/or of a non-capital nature.

7.2 Distributions of Cash. Commencing on or about June 30, 2013, the Partnership shall, as soon as practicable after the end of each month (or such other dates as the General Partner may determine), distribute to the Partners the amount of the Distributable Cash of the Partnership as at the end of that month (or other period, as applicable). The Partnership may also make from time to time such additional Distributions as the General Partner may determine to be appropriate. Subject to Sections 2.9 and 13.1, on dissolution, the Partnership shall distribute to those persons who were Partners at dissolution an amount which is equal to the amount of the cash portion of the Distributable Cash of the Partnership at dissolution (and shall also distribute to them *in specie* the remaining assets of the Partnership, as hereinafter provided).

7.3 Distribution of Assets. In circumstances the General Partner considers appropriate and subject to Sections 2.9 and 13.1, the General Partner may make a Distribution in the form of fully paid non-assessable shares, debt instruments under which the holder thereof has no material obligations to the debtor, any other property of the Partnership or in a combination of cash and any such shares, debt instruments or other property ("**Distributable Assets**"), together with all cash held by the Partnership at that time. If a Distribution is not in the form of cash, then the General Partner, acting reasonably, may determine the value constituted by the Distributable Assets by reference to its fair market value and for the purposes of this Agreement the value so determined shall be the amount of that Distribution.

7.4 Amounts Distributable. Any Distributions by the Partnership of any Distributable Cash or Distributable Assets as between the General Partner and the Limited Partners shall be made as follows:

(a) until such time as the Limited Partners have received cumulative Distributions equal to 100% of the aggregate Capital Contributions, 95% of the Distributable Cash or Distributable Assets will be distributed to the Limited Partners in accordance with their respective Sharing Rates at the date of the Distribution and 5% to the General Partner; and

(b) after the Limited Partners have received cumulative Distributions equal to 100% of the aggregate Capital Contributions, 75% of the Distributable Cash or Distributable Assets will be distributed to the Limited Partners in accordance with their respective Sharing Rates at the date of the Distribution and 25% (consisting of the General Partner's Share and the Performance Bonus) to the General Partner.

Except as otherwise provided in this Agreement, any Distribution to the General Partner is due and payable on the date of any Distributions to Limited Partners.

7.5 Negative Adjusted Cost Base. If in the opinion of the General Partner, a Distribution to the Limited Partners could give rise to a "negative" adjusted cost base under the Tax Act to one or more Limited Partners in respect of their Units, the General Partner may, in its discretion, instead make an advance or engage in such other transaction with such Limited Partners involved regarding the amount that would otherwise represent the

Distribution. Following the end of that Fiscal Year, the General Partner may make a Distribution of like amount by way of a set-off of the advance.

7.6 Distribution to a Non-Resident. The General Partner will not be required to make all or any part of a Distribution to an Ineligible Person without having first received a legal opinion satisfactory to the General Partner that a Distribution to the Ineligible Person will not adversely affect the Partnership or any of the Limited Partners other than the Ineligible Person. A Distribution so withheld will be held by the Partnership until arrangements satisfactory to the General Partner have been made by the Ineligible Person; however, the General Partner shall be entitled to apply any part of the cash or other property which would otherwise be part of a Distribution to the Ineligible Person (liquidating any part of the Distribution if the General Partner deems it appropriate to do so) and any income arising from the investment thereof towards payment of any amount on account of any tax liability required to be remitted by the Partnership in connection with the Distribution or the Units in respect of which the Distribution arose.

7.7 Investment of Balances. Pending Distribution to the Partners of any net cash balance available for Distribution from time to time, and except for such portions thereof as the General Partner may, in its sole discretion, acting reasonably and in good faith, determine should be retained in cash to fund payment of the Partnership's fees and expenses, such balances shall be invested by the General Partner in High Quality Money Market Instruments of suitable maturities.

7.8 Repayments. If, as determined by the Auditors, it appears that any Partner has received an amount which is in excess of his or her entitlement, such Partner shall forthwith reimburse the Partnership to the extent of such excess upon notice by the General Partner. The General Partner may, in addition to any other remedies available to it, set-off and apply any sums otherwise payable to a Partner against such amounts due from such Partner.

ARTICLE 8 - FUNCTIONS AND POWERS OF THE PARTNERS

8.1 Authority of the General Partner.

(a) Subject to the provisions of this Agreement, any applicable limitations set forth in the Partnership Act and any delegation of its powers properly authorized hereunder, the General Partner shall (to the exclusion of the Limited Partners) have the exclusive authority, responsibility and obligation to administer, manage, conduct, control and operate the business and affairs of the Partnership and have all power and authority, for and on behalf of and in the name of the Partnership, to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary or appropriate for or incidental to carrying on the business of the Partnership.

(b) No person dealing with the Partnership will be required to verify the power of the General Partner to take any measure or to make any decision in the name of or on behalf of the Partnership.

8.2 Rights, Powers and Obligations of the General Partner.

(a) The General Partner will have all of the rights, powers and obligations that may be possessed by a general partner pursuant to the Partnership Act and such rights, powers and obligations otherwise conferred by law. Without limiting the generality of Section 8.1, but subject to the limitations set out elsewhere in this Agreement, the General Partner has full power and authority for and on behalf of and in the name of the Partnership:

(i) to enter into agreements, including Investment Agreements with Oil and Gas Companies, by or on behalf of the Partnership involving matters or transactions that are within the ordinary course of the Business of the Partnership, or relate to a merger or consolidation of the Partnership with one or more Related Entities if, in the opinion of the General Partner, such merger or consolidation would be in the best interests of the Partnership and

the Limited Partners and would not result in adverse tax consequences to the Limited Partners;

(ii) to manage, control and develop all of the activities of the Partnership and to take all measures necessary or appropriate for the Business of the Partnership or ancillary thereto, and to ensure that the Partnership complies with all necessary reporting and administrative requirements, including, without limitation, those set out in this Agreement;

(iii) to manage, administer, conserve, develop, operate and dispose of (subject to the provisions of Subsection 8.2(e)) any and all assets of the Partnership, including any and all Investments, Offering Shares and other assets or securities or High Quality Money Market Instruments, and in general to engage in any and all aspects of the Business of the Partnership;

(iv) to employ such persons necessary or appropriate to carry out the business and affairs of the Partnership and/or to assist it in the exercise of its powers and the performance of its duties hereunder and to pay such fees, expenses, salaries, wages and other compensation to such persons as it shall in its sole discretion determine;

(v) to make any and all expenditures and payments which it, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Partnership and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, the fees payable to the General Partner;

(vi) to open and operate one or more bank accounts in order to deposit and to distribute funds of the Partnership and to appoint from time to time signing officers and to draw cheques and other payment of monies, provided Partnership funds are not commingled with the General Partner's funds or the funds of any other entity;

(vii) to file income and other tax returns, information forms and other returns required by any governmental or like authority;

(viii) to keep adequate books and records reflecting the activities of the Partnership;

(ix) subject to the provisions of Section 3.8 and Article 4, to admit any person as a Limited Partner;

(x) to make any election, determination, or designation that may be made under the Tax Act or any other fiscal legislation and any and all applications for governmental grants or other incentives;

(xi) to execute any and all deeds, documents and instruments and to do all acts as may be necessary or desirable in the opinion of the General Partner to carry out the intent and the purpose of this Agreement;

(xii) to pay, on behalf of the Partnership, the Agents' Fee and finder's fees in its sole discretion to parties who bring Partnership investment opportunities to the General Partner and other fees to service providers as contemplated in this Agreement and the Prospectus;

(xiii) to engage Technical Advisors;

(xiv) to appoint and rescind the appointment of agents of the Partnership and grant and revoke powers of attorney of the Partnership;

(xv) to commence and/or defend any and all actions and/or proceedings in connection with the Partnership;

(xvi) to engage such counsel, auditors, selling agents and other professionals or other consultants as the General Partner considers advisable in order to perform its duties hereunder and to monitor the performance of such advisors;

(xvii) to execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the Business of the Partnership or in connection with this Agreement;

(xviii) to grant security, encumbrances or restrictions on behalf of the Partnership, subject to Subsection 8.2(f);

(xix) to raise capital on behalf of the Partnership, by offering Units to Subscribers as set out in Article 3;

(xx) to develop and implement all aspects of the Partnership's communications, marketing and distribution strategy;

(xxi) to invest Available Funds in Investments and High Quality Money Market Instruments in accordance with the Investment Strategy;

(xxii) to execute and file with any governmental body or stock exchange, any document necessary or appropriate to be filed in connection with such investment;

(xxiii) to distribute property of the Partnership in accordance with the provisions of this Agreement;

(xxiv) make on behalf of the Partnership and each Limited Partner, in respect of each such Limited Partner's interest in the Partnership, any and all elections, determinations or designations under the Tax Act or any other taxation or other legislation or laws of like import of Canada or any province or jurisdiction, including but not necessarily limited to the following:

(A) all necessary tax shelter information returns;

(B) all necessary filings in respect of allocations of Eligible Expenditures; and

(C) any information return required to be filed in respect of the activities of the Partnership, except to the extent that such information returns may have to be completed or filed by the Limited Partners themselves; and

(xxv) file, on behalf of the Partnership and each Limited Partner, in respect of such Limited Partner's interest in the Partnership, any information return required to be filed in respect of the activities of the Partnership under the Tax Act or any other taxation or other legislation or laws of like import of Canada or any province or jurisdiction.

(b) The General Partner shall ensure that copies of the following are delivered to each Limited Partner within the following time periods:

(i) all necessary tax shelter and partnership information returns in respect of each Fiscal Year by March 31 (or as soon as possible thereafter) of the subsequent Fiscal Year;

(ii) if required under applicable law, an annual report within 120 days (or such shorter period as may be required by applicable law) of the end of each Fiscal Year and all tax filings related information in respect of each Fiscal Year as described in Section 11.2 by March 31 of the subsequent Fiscal Year; and

(iii) if required under applicable law, an unaudited income and cash flow statement and balance sheet for the three months ended March 31, June 30 and September 30 and the corresponding three months of the preceding year, within 60 days (or such shorter period as may be required by applicable law) following March 31, June 30 and September 30, as applicable, of each Fiscal Year. Each statement shall be accompanied by a narrative report describing the affairs and operations of the Partnership.

(c) Subject to Section 8.6 concerning administration expenses, the General Partner may itself render such additional services, provided that such additional services rendered by the General Partner or by any other party associated with the General Partner are performed pursuant to a written agreement and are charged to the Partnership at rates consistent with those of a third party dealing at arm's length with the General Partner and furnishing similar services.

(d) The General Partner will perform various management, administrative, advisory, negotiating and supervisory services, including identifying, researching, structuring, advising on and administering the Investments with the Oil and Gas Companies.

(e) Unless authorized by an Extraordinary Resolution, the General Partner will not be entitled:

(i) to effect a bulk sale of the assets of the Partnership (except pursuant to a Liquidity Event, an Offer or Offers, or a merger or consolidation as contemplated herein);

(ii) to dissolve the Partnership or wind up the Partnership's affairs, except as provided herein; or

(iii) to make a loan to itself, or to any party which is a related party to the General Partner or any of its affiliates out of the assets of the Partnership.

8.3 Delegation and Termination.

(a) The General Partner may contract with any Person to carry out any of the duties of the General Partner hereunder and may delegate to such Person any power and authority of the General Partner hereunder where in the discretion of the General Partner it would be in the best interests of the Partnership to do so, but no such contract or delegation will relieve the General Partner of any of its obligations hereunder. In particular, but not so as to limit the generality of the foregoing, the General Partner, or its authorized agent, may enter into agreements with Technical Advisors on behalf of the Partnership.

(b) The General Partner may terminate or appoint successors to any of the parties listed in Subsection 8.3(a) and enter into similar agreements with such successor parties, without any need for any such action to be approved or ratified by the Limited Partners. The General Partner may only terminate such agreements in accordance with the termination provisions contained therein, which will generally permit the termination of such agreements by the General Partner upon written notice.

8.4 Exercise of Good Faith.

(a) The General Partner shall exercise its powers and discharge its duties and obligations hereunder honestly, in good faith, and in the best interests of the Limited Partners and the Partnership and

shall, in discharging its duties, exercise the degree of care, diligence and the skill that a reasonably prudent and qualified manager would exercise in similar circumstances.

(b) During the existence of the Partnership, the officers of the General Partner shall devote such time and effort to the Business of the Partnership as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Limited Partners. Prior to the dissolution of the Partnership, the General Partner shall not engage in any business, other than acting as the general partner of the Partnership.

8.5 Insurance. The General Partner, at the expense of the Partnership, may at any time maintain or cause to be maintained liability and other insurance ordinarily maintained by Persons carrying on business similar to that of the Partnership in such amount as is deemed by the General Partner to be prudent in the circumstances.

8.6 Transactions Involving Related Parties. Subject to compliance with the Investment Strategy, the validity of a transaction, agreement or payment involving the Partnership and any entity related to the General Partner entered into in accordance with this Agreement and the General Partner's duty of good faith set forth in Subsection 8.4(a) is not affected by reason of the relationship between the General Partner and such entity or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partner, all of whom may be officers or directors of or otherwise interested in the related entity.

8.7 Safekeeping of Assets. The General Partner is responsible for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another Person to employ the funds or assets except for the exclusive benefit of the Partnership and in trust therefor.

8.8 Commingling of Funds. The General Partner shall not commingle Partnership funds with the General Partner's funds.

8.9 No Management or Control by Limited Partners. No Limited Partner shall:

(a) take part in the control or management of the Partnership's Business or exercise any power in connection therewith;

(b) execute any document which binds or purports to bind any other Limited Partner or the Partnership;

(c) hold itself out as having the power or authority to bind any other Limited Partner or the Partnership;

(d) have any authority or power to act for or undertake any obligation or responsibility on behalf of any other Limited Partner or the Partnership;

(e) bring any action for partition or sale or otherwise in connection with the Partnership, any interest in any property of the Partnership, whether real or personal, tangible or intangible, or register or permit to be filed, registered or remain undischarged any lien or charge in respect of any property of the Partnership;

(f) compel or seek a partition, judicial or otherwise, of any of the assets of the Partnership distributed or to be distributed to the Limited Partners in kind; or

(g) take any action which will jeopardize or eliminate the status of the Partnership as a Limited Partnership.

8.10 Title to Property. Without altering or affecting the rights, titles and interests established hereby, the Limited Partners hereby agree that the assets of the Partnership may be held in the name of the General Partner as nominee for the Partnership, and for the use and benefit of the Limited Partners in accordance with the terms and

provisions hereof, until such time as the General Partner determines that it is appropriate or advisable for the assets to be held or registered in the name of the Partnership, another nominee or otherwise. Such holding of the assets will not prevent the vesting of the legal and beneficial title thereto in the Partnership in the manner and at the time that may be otherwise herein provided.

8.11 Required Documents. The General Partner will maintain and file on behalf of the Partnership, on a timely basis, any amendments to the Register and any other declarations, certificates or amendments that might be required by any applicable legislation.

8.12 Compliance with Laws. Each Limited Partner will, on the request of the General Partner, immediately execute such documents considered by the General Partner to be necessary to comply with any applicable law or regulation of any jurisdiction in Canada, for the continuation, operation or good standing of the Partnership.

ARTICLE 9 - CHARGES AND EXPENSES

9.1 Initial Expenses. The Partnership will pay from the Gross Proceeds, all of the expenses of the Offering, including all tax-advisory, accounting, marketing and legal fees and any taxes (other than income tax) and disbursements thereon, the Agents' Fee and expenses and all other costs which in each instance are or have been reasonably incurred in connection with the formation or organization of the Partnership (including the preparation, printing and finalization of this Agreement, the Prospectus and all other related or ancillary documentation) or the Offering, all other expenses necessarily and reasonably incurred in connection with the formation or capitalization of the Partnership, irrespective of when any of the same are incurred and any taxes (other than income taxes) and disbursements thereon. Notwithstanding the foregoing, the Partnership shall only be liable to pay such expenses in an amount that does not exceed 2.0% of the Gross Proceeds (excluding the Agents' Fee); in the event these expenses (excluding the Agents' Fee) exceed 2.0% of the Gross Proceeds, the General Partner will be responsible for the excess. Technical Advisors may be paid from proceeds of the Offering (provided that such payments do not in the aggregate exceed 2% of the Gross Proceeds over the life of the Partnership).

9.2 Expenses of the Partnership.

The Partnership will pay for all costs and expenses incurred in connection with the operation and administration of the Partnership. It is expected that these costs and expenses will include, without limitation: (a) mailing and printing expenses for periodic reports to Limited Partners and for meeting materials, if any; (b) fees and disbursements payable to auditors and legal and technical advisors of the Partnership; (c) fees and disbursements payable to CDS or the Registrar and Transfer Agent, and service providers for performing certain financial, record-keeping, reporting and general administrative services and fees and disbursements and other costs and expenses payable pursuant to the Partnership's borrowings, if any; (d) taxes and ongoing regulatory filing fees; (e) any reasonable out-of-pocket expenses incurred by the General Partner or Toscana or their respective agents in connection with their ongoing obligations to the Partnership; (f) expenditures incurred in connection with activities at Producing Assets, AMIs, Additional Wells or pursuant to Earned Interests; and (g) any expenditures which may be incurred in connection with the completion of Offers, dissolution of the Partnership and implementation of a Liquidity Event. In addition, the Partnership will be responsible for the geological, geophysical, land, engineering and economic review, project analysis and evaluation expenses incurred in connection with the evaluation of potential Investment opportunities. The Partnership will not be responsible for the salaries of the officers and directors of the Initial Limited Partner or Toscana.

9.3 General Partner's Share. The General Partner shall be entitled to the General Partner's Share.

9.4 Performance Bonus. Once earned, the General Partner shall be entitled to the Performance Bonus, payable at the same time as the related Distributions or other applicable payments to Limited Partners.

ARTICLE 10 - CONFLICTS OF INTEREST

10.1 Acknowledgements of Limited Partners regarding Potential Conflicts. Each Limited Partner acknowledges that the General Partner, the Promoters and certain of their affiliates, certain limited partnerships

whose general partner and/or investment advisor is or will be a subsidiary or an affiliate of any of the Promoters, are and/or may be actively engaged in a wide range of investment and management activities, some of which are and will be similar to and competitive with those which the Partnership and the General Partner will undertake, and that, as a result, actual and potential conflicts of interest can be expected to arise in the normal course of the General Partner managing the business and affairs of the Partnership. However, each of the General Partner and the Promoters have agreed that for so long as Available Funds remain uncommitted they will first offer any oil and/or natural gas joint venture participation opportunities which are consistent with the Partnership's Business, Investment Strategy and Investment Restrictions to the Partnership before presenting them to any other person or undertaking them themselves.

10.2 Resolution of Conflicts of Interest. Whenever a conflict of interest arises between the General Partner, the Promoters or any of their affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, the General Partner, in resolving that conflict or determining any action to be taken or not taken, will be entitled to consider the relative interests and capabilities of all of the parties involved in that conflict or that will be affected by that action, any customary or accepted industry practices, and such other matters as the General Partner deems appropriate in the circumstances, but in any event shall resolve the conflict on a basis consistent with the objectives of the Partnership and its obligation set forth in Subsection 8.4(a).

10.3 Acknowledgements of Limited Partners regarding the General Partner and its Directors and Officers. The services of the directors and officers of the General Partner are not exclusive to the Partnership. The Limited Partners acknowledge and agree that the directors and officers of the General Partner and their affiliates, are not in any way limited or affected in their ability to carry on other business ventures for their own account or for the account of others, and may be engaged in transactions or in the ownership, acquisition and operation of businesses which compete with the Partnership. The Limited Partners acknowledge and waive any rights to which they might otherwise be entitled as Limited Partners in the Partnership to invest in any other property or venture of the directors and officers of the General Partner or their affiliates, or to any profit therefrom or to any interest therein. The Limited Partners acknowledge and agree that:

(a) if an investment opportunity does not arise solely from a director's or officer's activities on behalf of the General Partner, the directors and officers of the General Partner have no obligation to offer the investment opportunity to the Partnership; and

(b) to the extent that an opportunity arises to participate in an Investment, the directors of the General Partner have the discretion to determine whether the Partnership will avail itself of the investment opportunity and, if it does not, any of the directors and officers of the General Partner and any of their affiliates will be able to decide amongst themselves whether to pursue the opportunity for their respective accounts.

ARTICLE 11 - ACCOUNTING AND REPORTING

11.1 Records and Books of the Partnership.

(a) During the term of the Partnership and for a period of six years thereafter, the General Partner will keep at its principal place of business, proper and complete records and books of account reflecting the assets, liabilities, income and expenditures of the Partnership and copies of those documents and records described in Subsection 11.1(b), 11.2 and 11.4.

(b) The General Partner, either directly or through the Registrar and Transfer Agent, will maintain a Register that will, among other things, list the names and addresses of all the Limited Partners and the number of Units held by each of them. The Register and any other books, records and registers provided for in this Subsection 11.1(b) will be available for inspection and audit by any Limited Partner or its duly authorized representative during business hours at the office of the General Partner and, upon request either in person or by mail, the General Partner will furnish a copy of such records to any Limited Partner or his or her duly authorized representative for the cost of reproduction and mailing. However, a Limited Partner will not have access to any information of the Partnership that, in the sole opinion of the General Partner, reasonably held, should be kept

confidential in the interests of the Partnership, and each Limited Partner hereby waives any right, statutory or otherwise, to greater access to the books, records and registers of the Partnership than is permitted herein.

11.2 Income Tax Information. The General Partner will forward to each person who was a Limited Partner at the end of each Fiscal Year, by March 31 of the next-following calendar year, in respect of the Partnership's first full Fiscal Year and each Fiscal Year thereafter, such other information as is necessary to enable such person to file returns under the Tax Act and under the income tax laws of such other provinces in which he, she or it resides and with respect to his, her or its income from, and expenses and deductions derived from his, her or its participation in, the Partnership in the preceding Fiscal Year. The General Partner will also ensure that the Partnership complies with all other reporting and administrative requirements under securities or partnership law in all applicable jurisdictions in Canada. Neither the General Partner nor the Partnership shall have any responsibility to prepare or file income tax returns for any Limited Partner.

11.3 Auditors. The appointment of Auditors for the Partnership will be made by the General Partner in its sole and unfettered discretion, provided only that such auditors be chartered accountants or certified general accountants licensed to practice accounting in Canada.

11.4 Accounting. On demand by a Limited Partner, acting reasonably, the General Partner shall provide to such Limited Partner true and full information concerning all matters affecting the Partnership and a complete and formal account of the Partnership's affairs.

11.5 Accounting Policies. The General Partner is authorized to establish from time to time accounting policies with respect to the financial statements of the Partnership and to change from time to time any policy that has been so established so long as such policies are consistent with IFRS.

ARTICLE 12 - LIABILITIES OF THE PARTNERS

12.1 Liability of General and Limited Partners.

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

(b) Subject to applicable law, the liability of each Limited Partner for the undertakings, liabilities and obligations of the Partnership will be limited to the amount of such Limited Partner's capital contribution plus his or her *pro rata* share of any undistributed income of the Partnership. Except as provided in Subsections 12.1(c) and (e), a Limited Partner will have no further personal liability and, following the full payment of its Subscription Price, a Limited Partner will not be liable for any further calls or assessments or further contributions to the Partnership. However, if as a result of a Distribution to the Partners, the capital of the Partnership is reduced and the Partnership becomes unable to discharge its debts in the normal course, each Partner having received any such Distribution, whether or not such person then remains a Partner of the Partnership, agrees to return to the Partnership or, if the Partnership has been dissolved, to its creditors, with interest, such portion of the amount distributed to such Partner as may be necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before such distribution.

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

(i) to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province but operating, owning property or incurring obligations in another province; or

(ii) by taking part in the control or management of the Business; or

(iii) as a result of false statements in the public filings made pursuant to the Partnership Act, in which case they may be liable to third parties.

(d) The General Partner will cause the Partnership to be registered as an extra-provincial limited partnership in those jurisdictions in which the Partnership operates, owns property, or incurs obligations, or otherwise carries on business, to keep such registrations up to date, and to otherwise comply with the relevant legislation of such jurisdictions. To ensure, to the greatest extent possible, the limited liability of the Limited Partners with respect to activities carried on by the Partnership in any jurisdiction where limitation of liability may not be recognized, the General Partner will cause the Partnership to operate, if at all, in such a manner as the General Partner, on the advice of counsel to the Partnership, deems appropriate.

(e) Each Limited Partner shall indemnify and hold harmless the Partnership, the General Partner and each other Limited Partner from and against all losses, liabilities, expenses and damages suffered or incurred by the Partnership, the General Partner or the other Limited Partners by reason of misrepresentation or breach of any of the warranties or covenants of such Limited Partner as set out in Section 14.2.

12.2 Indemnity of Limited Partners.

(a) The General Partner will indemnify and hold harmless each Limited Partner from any and all losses, liabilities, expenses and damages suffered by such Limited Partner where the liability of such Limited Partner is not limited, provided that such loss of limited liability was caused by an act or omission of the General Partner or by the negligence or wilful misconduct in the performance of, or wilful disregard or breach of, the obligations or duties of the General Partner under this Agreement. Such indemnity will apply only with respect to losses in excess of the capital contribution of the Limited Partner. The General Partner will also indemnify and hold harmless the Partnership and each Limited Partner from any costs, damages, liabilities, expenses or losses suffered or incurred by the Partnership and/or the Limited Partner, as the case may be, resulting from or arising out of negligence or wilful misconduct in the performance of, or wilful disregard or breach of, the obligations or duties of the General Partner hereunder.

(b) The amount of any such indemnity will be limited to the extent of the assets of the General Partner and will under no circumstance include the assets of the General Partner's parent corporation or any affiliate of the General Partner. Except as specifically provided for in this Section 12.2, the General Partner will not otherwise be called upon or be liable to indemnify the Partnership or any Limited Partner.

12.3 Costs of Litigation. In any action, suit or other proceeding commenced by a Limited Partner against the General Partner, the Partnership shall bear the reasonable expenses of the General Partner in any such action, suit or other proceedings in which or in relation to which the General Partner is adjudged, not to be in breach of any duty or responsibility imposed upon it hereunder, otherwise, such costs will be borne by the General Partner.

12.4 Confidentiality of Information. The General Partner will at all times maintain the confidentiality of financial and other information and data which it may obtain through or on behalf of the Partnership, the disclosure of which may adversely affect the interests of the Partnership or any Limited Partner, save and except to the extent that disclosure of all or any part thereof is required by law or is expedient in the best interests of the Partnership, and

the General Partner will utilize such information and data only for the business of the Partnership. The obligations of the General Partner under this Section 12.4 shall survive the termination of the Partnership.

12.5 Protection of Limited Liability. The General Partner will take every reasonable action necessary to preserve the limited liability of Limited Partners and will, where it considers appropriate, use its best efforts to have each material transaction entered into by the Partnership that is not, in the opinion of counsel for the Partnership, governed exclusively by the laws prevailing in the Province of British Columbia including the express provisions to the effect that all parties thereto:

(a) will have no recourse against any Limited Partner except to the extent of its interest in the assets of the Partnership; and

(b) will indemnify all Limited Partners from and against any liability of the Limited Partners to any third party.

ARTICLE 13 - DISSOLUTION

13.1 Dissolution Events.

(a) The Partnership shall terminate and will be dissolved:

(i) on the Termination Date;

(ii) on such other date as the General Partner may propose in writing and the Limited Partners may consent to by means of an Extraordinary Resolution;

(iii) if, prior to the foregoing dates, an event referred to in Subsection 18.2(b) has occurred and a new general partner has not been appointed by the Limited Partners on or before 180 days following the occurrence of such an event;

(iv) on the implementation of the Liquidity Event in accordance with the provision of Section 2.9; or

(v) on the completion of a merger or consolidation of the Partnership with one or more Related Entities, pursuant to which the Partnership is not a continuing entity.

(b) The Partnership will not come to an end by reason of the death, insolvency, bankruptcy or other disability or withdrawal of any Limited Partner or upon the transfer of any Units.

(c) In connection with the termination and dissolution of the Partnership as contemplated by paragraphs 13.1(a)(i), 13.1(a)(ii) and 13.1(a)(iii) above, the General Partner or its designee (or in the event of an occurrence described in Subsection 13.1(a)(iii), such other person as may be appointed by Ordinary Resolution) shall act as receiver of the assets of the Partnership and, in the order of priority set forth below, shall:

(i) wind up the affairs of the Partnership and liquidate the assets of the Partnership as fully and promptly as reasonably possible. The General Partner (or such other receiver) shall, unless otherwise directed by an Extraordinary Resolution, sell, in the market or by private sale, all of the assets owned by the Partnership, with the sole objective of ensuring that such assets are completely liquidated and that no distribution of such assets to the Partners *in specie* is required to be made and with a view to maximizing sales proceeds. Should the liquidation of certain assets not be practicable or appropriate, those assets will either be distributed to the Partners *in specie*, on a *pro rata* basis, subject to all regulatory approvals and such assets will, if necessary, be partitioned to the Limited Partners, all as described in this section; and thereafter

(ii) pay or provide for the payment of the debts and liabilities of the Partnership, liquidation expenses, contingent liabilities and all amounts outstanding under any indebtedness of the Partnership, including interest accrued thereon; and thereafter

(iii) distribute the proceeds of such sale and any remaining assets of the Partnership in the following manner:

(A) in the event that on the date of dissolution the net aggregate of the Current Account and the Capital Account of any of the Limited Partners remains a credit balance, the net assets shall be distributed proportionately among those Limited Partners who have such credit balances (and such distribution shall be deemed to be a return of capital or a current return pro-rata based on credit balances to such Limited Partners); and

(B) in the event that on the date of dissolution there are no credit balances in the Capital Accounts of the Limited Partners, or if there remain net assets of the Partnership after the distribution required to be made under (A) above has been completed, provided the Limited Partners have received cumulative Distributions equal to 100% of their aggregate Capital Contributions, the balance of such net assets shall be distributed as to 75% to the Limited Partners and as to 25% to the General Partner. If the Limited Partners have not received cumulative Distributions equal to 100% of their aggregate Capital Contributions, such net assets shall be distributed as to 95% to the Limited Partners and as to 5% to the General Partner. In the event that the General Partner (or such other receiver) has not by the date of dissolution sold all of the assets owned by the Partnership, the balance of such unsold assets and any remaining net assets shall be distributed by transfer of an undivided interest in such assets to the Partners, and the General Partner shall, if necessary, thereafter take steps to partition such undivided interests such that, provided the Limited Partners have received cumulative Distributions equal to 100% of their aggregate Capital Contributions, the Limited Partners receive 75% and the General Partner receives the balance thereof. If the Limited Partners have not received cumulative Distributions equal to 100% of their aggregate Capital Contributions, the Limited Partners shall receive 95% of such undivided interest, which the General Partner shall take steps to partition among the Limited Partners according to their respective Sharing Rates, and the General Partner shall receive the remaining 5%; and thereafter

(iv) satisfy all applicable formalities relating to the dissolution of limited partnerships in such circumstances as may be prescribed by applicable law, including the filing of a notice of termination pursuant to the Partnership Act.

(d) Except upon a dissolution of the Partnership, or the return of capital to the Initial Limited Partner, no Limited Partner may request any reimbursement of the capital contributed by it to the Partnership.

(e) Except as provided for in this Article 13, no Limited Partner will have the right to ask for the dissolution of the Partnership, for the winding-up of its affairs or for the distribution of its assets.

(f) Notwithstanding the dissolution of the Partnership, this Agreement will not terminate until the provisions of Subsection 13.1(c) have been complied with.

(g) The Partnership and the General Partner will prior to the dissolution of the Partnership use their best efforts to obtain any consents, rulings, orders, waivers or discretionary relief, including such relief as may be appropriate to eliminate any resale restrictions which may be applicable to any securities to be distributed to Limited Partners by the Partnership, which may be required to

permit the Partnership to implement any *in specie* distribution of assets to the Limited Partners in connection with the dissolution of the Partnership.

(h) The General Partner may, in its sole discretion and upon not less than 30 days' prior written notice to the Limited Partners, extend the date for the termination of the Partnership to a date not later than three months after the Termination Date if the General Partner has been unable to convert all of the portfolio assets to cash and the General Partner determines that it would be in the best interests of the Limited Partners to do so.

ARTICLE 14 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTNERS

14.1 Representations, Warranties and Covenants of the General Partner.

(a) The General Partner hereby represents and warrants to the Limited Partners that:

(i) the General Partner is a corporation duly incorporated, organized and subsisting under the CBCA with the corporate power to own its assets and to carry on its business and has made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which the General Partner is subject;

(ii) the General Partner has good and sufficient power, authority and right to enter into and deliver this Agreement and act as the General Partner and its obligations herein do not conflict with or constitute a default under its articles of incorporation, its by-laws or any agreement by which it is bound or laws to which it is subject;

(iii) this Agreement constitutes a valid and legally binding obligation of the General Partner, enforceable against the General Partner in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court;

(iv) the Partnership does not, and will not at the Closing Date, have any assets or liabilities other than those contemplated by the Prospectus and this Agreement; and

(v) the General Partner is not and will not be a "non-resident" of Canada for the purposes of the Tax Act and any applicable income tax treaty or convention to which Canada is a party.

(b) The General Partner hereby covenants that:

(i) prior to the dissolution of the Partnership, the only business conducted by it will be the management of the Business of the Partnership;

(ii) it will use its commercially reasonable efforts to invest in Producing Assets and/or identify Oil and Gas Companies with Programs, in each case in accordance with the Investment Strategy and Investment Restrictions and, in the case of Working Interests, to enter into Investment Agreements with Oil and Gas Companies as described in the Prospectus and thereafter to use its commercially reasonable efforts to cause the Oil and Gas Companies to expend all or part of the Available Funds to incur CDE under the Programs on or before December 31, 2013; it is the objective of the Partnership to incur 100% of Eligible Expenditures as CDE and/or COGPE and, if it is not possible for the Partnership to incur 100% of Eligible Expenditures that constitute CDE and/or COGPE, then a portion of Eligible Expenditures will constitute CEE, all no later than December 31, 2013;

(iii) it will maintain the registrations necessary for the conduct of its business and will have the licenses and permits necessary to carry on its management of the Partnership's Business in all jurisdictions where the activities of the Partnership require such licensing or other form of registration;

(iv) it will make in a timely manner all filings respecting the Partnership which may be required to be made pursuant to the terms of this Agreement or applicable legislation;

(v) it will exercise the powers conferred upon it hereunder in furtherance of the Business in accordance with the standard of care set out in Section 8.4 hereof and will devote such time, with the appropriate personnel, to the conduct of the affairs of the Partnership as may be reasonably required for the proper management of the affairs of the Partnership;

(vi) it is not and will not be a "non-resident" of Canada for the purposes of the Tax Act and any applicable income tax treaty or convention to which Canada is a party; and

(vii) during the period commencing on the date hereof and ending on the dissolution of the Partnership in accordance with the terms of this Agreement, it shall not issue or offer, or agree or become bound to issue or offer, shares of any class of its capital or any securities convertible into or exchangeable for shares of any class of its capital or permit the transfer of shares in the capital of any of its direct or indirect shareholders such that a Person who is not of good repute or who does not have experience and expertise in the energy business (a "**Prohibited Person**") takes, or a group of Persons of which one or more Persons is a Prohibited Person (a "**Prohibited Group**") take, direct or indirect control of the General Partner, provided that the General Partner shall be deemed not to have breached its covenant in this Subsection 14.1(b)(vii) if the General Partner makes such investigation and takes such other steps as a prudent businessperson would take in the circumstances to assure himself that a Prohibited Person or Prohibited Group is not taking direct or indirect control of the General Partner.

14.2 Representations, Warranties and Covenants of Limited Partners. Each Limited Partner represents, warrants and covenants to the General Partner and all the other Limited Partners that:

(a) if an individual, the Limited Partner has attained the age of majority and has the legal capacity and competence to execute this Agreement and to take all actions required pursuant hereto;

(b) if a corporation or other body corporate, the Limited Partner has the legal power and capacity to execute this Agreement and to take all actions required pursuant hereto and all necessary approvals by directors, shareholders and members of the Limited Partner, or otherwise, have been given to authorize it to execute this Agreement and to take all actions required pursuant hereto;

(c) the Limited Partner, or any other beneficial owner of the Units registered in his, her or its name, is not and will not be a "non-resident" of Canada for the purposes of the Tax Act and any applicable income tax treaty or convention to which Canada is a party;

(d) the Limited Partner is not and will not be a "non-Canadian", as that expression is defined in the Investment Canada Act;

(e) no holder of an equity interest in the Limited Partner is a "tax shelter investment" as that term is defined in the Tax Act;

(f) the Limited Partner has not financed his, her or its acquisition of Units with any borrowing which is a Limited Recourse Amount;

(g) the Limited Partner is not itself a partnership, other than a "Canadian partnership" for purposes of the Tax Act, and is not subscribing for Units as a partner in, or on behalf of, any partnership, other than a "Canadian partnership" for purposes of the Tax Act;

(h) in a written notice provided to the General Partner on or before the date of acceptance of the Limited Partner's subscription for Units, the Limited Partner identified whether the Limited Partner does not deal at arm's length with the Partnership;

(i) the Limited Partner is not a Financial Institution, unless the Limited Partner provided written notice to the contrary to the General Partner prior to the date of acceptance of the Limited Partner's subscription for Units;

(j) the Limited Partner is not a Resource Company and deals at arm's length within the meaning of the Tax Act with any Resource Company, the General Partner or any Oil and Gas Company unless, in all cases, the Limited Partner has provided written notice to the contrary to the General Partner prior to the date of acceptance of the Limited Partner's subscription for Units; and

(k) the Limited Partner will maintain the truth of the representations and warranties as described above and he, she or it will not transfer his, her or its Units in whole or in part to any person who would be unable to make such representations and warranties.

14.3 Sale of Units. A Limited Partner who ceases to be a resident in Canada or, in the case of a Limited Partner which is a partnership, ceases to be a "Canadian partnership", in either case, for purposes of the Tax Act is deemed to have disposed of, to the Partnership, his, her or its Units in the Partnership at the moment in time immediately preceding the time at which the Limited Partner ceases to be a resident of Canada or a "Canadian partnership", as applicable. The Limited Partner shall be entitled to receive from the Limited Partnership proceeds of disposition equal to the fair market value of the Units of such Limited Partner as determined by reference to the then most current independent reserve report in respect of the Partnership's Investments prior to the date on which such Limited Partner ceases to be a resident of Canada or a "Canadian partnership" for purposes of the Tax Act. Notwithstanding any other provision of this Agreement, following such disposition such former Limited Partner shall, pursuant to subsection 96(1.1) of the Tax Act, be allocated the share of the income or loss of the Partnership which would have been allocated to him, her or it for the fiscal period of the Partnership in which such disposition occurred despite the Limited Partner having ceased to be a Limited Partner prior to the end of such fiscal period.

The General Partner may require those Limited Partners who are non-residents of Canada for the purposes of the Tax Act or who are otherwise in contravention of this Agreement (relating to the status of Limited Partners) to sell their Units to qualifying purchasers within a specified period of not less than 15 days.

14.4 Prohibition of Limited Recourse Financing. Each Limited Partner agrees not to finance any portion of the Subscription Price with borrowing that is or would be a Limited Recourse Amount. If a Limited Partner finances the acquisition of his, her or its Units with a borrowing that is a Limited Recourse Amount, Section 6.5 will apply.

14.5 Term of Representations. The representations, warranties and covenants contained in this Article 14 will remain valid after execution of this Agreement and each party will be required to ensure that each representation, warranty and covenant made pursuant to the above provisions remains true so long as such party remains a Partner, unless such representation, warranty or covenant states otherwise.

ARTICLE 15 - PARTNERSHIP MEETINGS

15.1 Meetings. The Partnership will not be required to hold annual general meetings. The General Partner may at any time call a meeting of Partners, and will call such a meeting on receipt of a written request from the Limited Partners holding, in the aggregate, not less than 10% of all Units outstanding stating sufficiently for compliance with Section 15.2 the purpose for which the meeting is to be held. If the General Partner fails to call a meeting of Limited

Partners within 30 days after receipt of such written request, any Limited Partner may call such meeting in accordance with the terms hereof.

15.2 Notice. Notice of any Partners' meeting will be given to each Limited Partner and to the General Partner. The notice will be mailed at least 21 and not more than 60 days prior to the meeting and must specify the time and place of the meeting and, in reasonable detail, the nature of all business to be transacted. Notice of adjourned meetings will be given not less than ten days in advance and otherwise in accordance with the provisions for notice contained in this Article 15, except that the nature of the business to be transacted need not be specified.

15.3 Place of Meetings. All Partners' meetings will be held in the City of Vancouver, British Columbia or in such other municipality in British Columbia as the General Partner may designate.

15.4 Record Dates. For the purpose of determining those Limited Partners who are entitled to vote or act at any meeting or any adjournment of any meeting, or for the purpose of any other action, the General Partner shall fix a date not less than 30 or more than 60 days prior to the date of any meeting of Partners or such other action, as a record date for the determination of those Limited Partners entitled to vote at such meeting or any adjournment of any meeting, or to be treated as Limited Partners of record for purposes of any other such action. The Persons so determined shall be the Persons deemed to have such entitlements, except to the extent that a Limited Partner has transferred any of his or her Units after such record date and the transferee of the Units:

(a) establishes to the satisfaction of the General Partner that he or she is the owner of the Units in question; and

(b) requests, not later than ten days before the meeting, or such shorter period before the meeting as the General Partner may consider acceptable, that the transferee's name be included in the list of Limited Partners as of such record date, in which case the transferee shall be treated as a Limited Partner of record for the purposes of such entitlements in place of the transferor.

15.5 Chair. The chair of all meetings will be chosen by the General Partner, unless those Limited Partners present in person or represented by proxy at the meeting choose, by Ordinary Resolution, some other Person present to be chair.

15.6 Quorum.

(a) Two or more Limited Partners present in person or by proxy and representing not less than 5% of the Units then outstanding will constitute a quorum at a meeting of the Limited Partners, except a meeting called to consider an Extraordinary Resolution at which two or more Limited Partners present in person or by proxy and representing not less than 20% of the Units then outstanding will constitute a quorum.

(b) If a quorum is not present for a Partners' meeting within 30 minutes after the time fixed for holding the meeting, the meeting, if convened pursuant to a written request of the Limited Partners, will be cancelled, but otherwise will be adjourned to such date not less than ten and not more than 21 days after the original date for the meeting as is determined by the General Partner, and the Partners present in person or by proxy at such adjourned meeting will constitute a quorum for the transaction of any business that might have been dealt with at the original meeting in accordance with the notice calling the same.

15.7 Voting Rights.

(a) At all meetings of Partners, each Limited Partner will be entitled to one vote for each Unit held by such Limited Partner.

(b) The General Partner will be entitled to one vote in its capacity as General Partner, except on a motion to remove the General Partner. If the General Partner or a related entity is the holder of a

Unit, the General Partner or the related entity will also be entitled to vote in respect of such Unit, except on a resolution to remove the General Partner.

(c) The Chair of the meeting of Limited Partners will not have a casting vote.

(d) Every question submitted to a meeting of Partners will be decided by a show of hands unless a poll is demanded by a Limited Partner or the chair before the question is put or after the results of the show of hands have been announced and before the meeting proceeds to the next item of business, in which case a poll will be taken. At any meeting of the Limited Partners, on a matter voted upon:

(i) for which no poll is requested, a declaration made by the chair of the meeting as to the voting on any particular resolution will be conclusive evidence thereof; or

(ii) for which a poll is requested, the result of the poll will be deemed to be the decision of the meeting on the question or resolution in respect of which the poll was taken.

(e) At any meeting of Limited Partners, any Limited Partner may vote by proxy in a form acceptable to the General Partner, provided the proxy has been received by the General Partner prior to the meeting. Any individual who is 18 years of age or older may be appointed as proxy. No instrument of proxy will be considered valid if dated more than one year before the date of the meeting. The Chair will determine the validity of any challenged instrument of proxy.

(f) A proxy will be valid notwithstanding the subsequent death, incapacity, insolvency, bankruptcy or dissolution of the Limited Partner giving the proxy or the revocation of the proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, dissolution or revocation has been received by the General Partner at the place of meeting prior to the time fixed for the holding of the meeting. A Limited Partner that is a corporation may appoint an officer, director or other authorized individual who is 18 years of age or older as its representative to attend, vote and act on its behalf at meetings of Limited Partners, and may by a like instrument revoke any such appointment, and for all purposes of meetings of Limited Partners, other than the giving of notice, an individual so appointed will be deemed to be the holder of every Unit held by the corporation it represents.

(g) Notwithstanding the foregoing, neither the General Partner nor any of its affiliates may vote or have its Units voted on a matter in which any of them have a material interest.

15.8 Extraordinary Resolutions.

(a) In addition to all other powers conferred on them by, and except as otherwise provided in this Agreement, the Limited Partners may only by Extraordinary Resolution:

(i) remove Maple Leaf 2012-II Energy Income Management Corp. as the General Partner and appoint a new general partner as the General Partner, as provided in Section 18.3;

(ii) remove a General Partner other than Maple Leaf 2012-II Energy Income Management Corp. and appoint a successor, as provided in Section 18.3;

(iii) approve the transfer of the interest of the General Partner in the Partnership as required in Section 18.6;

(iv) waive any default on the part of the General Partner on such terms as they may determine and release the General Partner from any claims in respect thereof;

(v) approve a change of the Termination Date of the Partnership as contemplated in Section 2.8(a)(iii);

(vi) authorize the sale, lease, transfer or other disposition of all or substantially all of the assets of the Partnership, other than pursuant to a Liquidity Event, Offer or Offers, or a merger or consolidation of the Partnership as contemplated in this Agreement;

(vii) authorize the actions described in Subsection 8.2(e);

(viii) amend this Agreement as provided in Article 16 hereof;

(ix) approve amendments to the Business, Investment Strategy and Investment Restrictions adopted by the Partnership and set out in Sections 2.4(a), 2.5 and 2.6; and

(x) approve any transaction proposed to be made outside the normal course of Business.

(b) The General Partner (in respect of Units it may hold), its affiliates and any director or officer of such persons who hold Units will not be entitled to vote on any Extraordinary Resolutions on any matters described in Subsections 15.8(a)(i), (ii), (iii) or (iv).

15.9 Minutes of Meetings. Minutes and proceedings of every meeting of the Limited Partners will be recorded by the General Partner. Minutes, when signed by the chair of the meeting, will be *prima facie* evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made will be taken to have been duly held and convened and all proceedings referred to in the minutes will be deemed to have been duly passed.

15.10 Effect of Resolutions. Any Extraordinary Resolution or Ordinary Resolution will be binding on all Limited Partners, whether or not such Limited Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Limited Partner voted in favour of such resolution.

15.11 Non-Prescribed Rules. To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, such rules and procedures may be determined by the chair of the meeting. To the extent practicable, the procedures applicable to meetings of companies that offer their securities to the public within the meaning of the *Business Corporations Act* (British Columbia) shall apply to meetings of Partners, provided however the Partnership shall not be required to hold annual meetings and the General Partner may seek all such regulatory relief as may be required in any province so that the Partnership is not required to hold such meetings.

ARTICLE 16 - AMENDMENT

16.1 Requirements for Amendments.

(a) Subject to Section 16.2, this Agreement may be amended only in writing by the General Partner and with the consent of the Limited Partners given by Extraordinary Resolution, but any amendment to this Article 16 may be made only with unanimous consent of the Partners.

(b) Notwithstanding Section 16.1(a) no amendment to this Agreement may be made that would have the effect of: allowing any Limited Partner to participate in the control or management of the Partnership's Business; reducing, eliminating, amending or modifying the obligation of the Partnership to pay the General Partner's Share and the Performance Bonus to the General Partner; changing provisions concerning the General Partner's costs and expenses (unless the General Partner, in its sole discretion, consents thereto); reducing the interest in the Partnership of any Limited Partner; changing in any manner the allocation of Net Income or Net Loss, Taxable Income, Taxable Loss or Eligible Expenditures among the Partners or any of them; changing the liability of the Limited Partners or the General Partner; changing the right of a Limited Partner or

the General Partner to vote at any meeting; changing the Partnership from a limited partnership to a general partnership (unless all of the Limited Partners consent thereto); or which would result in a denial or reduction of any income tax deductions related to Eligible Expenditures otherwise available to Limited Partners, but for the amendment.

(c) No amendment to this Agreement that would have the effect of adversely affecting the rights and obligations of the General Partner will become effective before 60 days after the date of the meeting at which such amendment was adopted, unless the General Partner consents to an earlier date.

16.2 Amendments Benefiting Limited Partners. The General Partner may, without prior notice to or consent from any Limited Partner, amend from time to time any provision of this Agreement, if such amendment is to add any provision which, in the opinion of counsel to the Partnership, is for the protection or benefit of the Limited Partners, is required to cure any manifest error or ambiguity or to correct or supplement any provision contained herein that may be defective or inconsistent with any other provision contained herein, or is required by law. Such amendments may only be made if they will not, in the opinion of the General Partner, materially adversely affect the rights of any Limited Partner.

16.3 Notice of Amendment. Limited Partners will be notified of the full details of any amendment to this Agreement within 30 days after the effective date of the amendment.

ARTICLE 17 - NOTICES

17.1 Notices.

(a) Any demand, notice or other communication which must be given or sent under this Agreement will be given in writing and will be given by personal delivery, by prepaid mail or by facsimile or other means of electronic communication addressed to the General Partner and the Limited Partners as follows:

in the case of the General Partner or the Partnership, at:

Maple Leaf 2012-II Energy Income Management Corp.
Suite 808- 609 Granville Street
Vancouver, B.C. V7Y 1G5

Attention: Chief Executive Officer
Facsimile No.: (604) 684-5748

with a copy to:

Borden Ladner Gervais, LLP
P.O. Box 48600
1200 - 200 Burrard Street
Vancouver, B.C. V7X 1T2

Attention: G. Eric Doherty
Facsimile No.: (604) 622-5893

and in the case of the Limited Partners, at their respective addresses recorded in the Register maintained by the Registrar and Transfer Agent.

(b) A Limited Partner may at any time change his or her address for the purposes of receiving notice hereunder by giving written notice thereof to the Registrar and Transfer Agent. The General

Partner may change its address for the purposes of service by giving written notice thereof to the Registrar and Transfer Agent and to all the Limited Partners.

(c) Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by prepaid mail, on the fifth day following the deposit thereof in the mail, and, if given by facsimile or other electronic means of communication on the day of transmittal thereof, if given during the normal business hours of the recipient, and on the next day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by facsimile or other electronic means of communication or, in the case of communication to the Limited Partners, by publication once in the national edition of The Globe and Mail or the National Post or, if such publication is impracticable, by publication once in any newspaper(s) published in the English language having general circulation in each of Vancouver, Calgary and Toronto, and in La Presse in Montreal.

ARTICLE 18 - CHANGE OF GENERAL PARTNER

18.1 Removal or Resignation of General Partner. Maple Leaf 2012-II Energy Income Management Corp. will continue as the General Partner of the Partnership until termination of the Partnership unless it is removed or resigns in accordance with this Agreement.

18.2 Resignation.

(a) The General Partner may resign voluntarily upon giving at least 180 days' written notice to the Limited Partners, provided the General Partner nominates a qualified successor whose admission to the Partnership as a general partner is ratified by the Limited Partners by Ordinary Resolution within such period. Such resignation will be effective upon the earlier of:

(i) 180 days after such notice is given, if a meeting of Limited Partners is called to ratify the admission to the Partnership as a general partner of a qualified successor; and

(ii) the day such admission is ratified by the Limited Partners by Ordinary Resolution.

(b) Upon the dissolution, liquidation, bankruptcy, insolvency or winding-up or the making of any assignment for the benefit of creditors of the General Partner or the appointment of a trustee, receiver, receiver and manager or liquidator of the General Partner, or following any event permitting a trustee or receiver or receiver and manager to administer the affairs of the General Partner, provided that the trustee, receiver, receiver and manager or liquidator performs its functions for 60 consecutive days, the General Partner shall be deemed to have resigned as such and a new General Partner shall be appointed by the Limited Partners by Ordinary Resolution within 180 days' notice of such event, provided that the General Partner deemed to have resigned shall not cease to be the general partner of the Partnership until the earlier of the appointment of a new General Partner or the expiry of the 180 day period.

(c) The General Partner may not resign if the effect of its resignation would be to dissolve the Partnership.

18.3 Removal of General Partner. The General Partner may be removed at any time if:

(a) the General Partner has committed fraud, or wilful misconduct in the performance of, or wilful disregard or breach of, any material obligation or duty of the General Partner under this Agreement,

(b) its removal as the General Partner has been approved by the Limited Partners by Extraordinary Resolution, and

(c) a qualified successor has been admitted to the Partnership and appointed as the General Partner of the Partnership by Ordinary Resolution of the Limited Partners, provided that the General Partner shall not be removed in respect of a curable breach of an obligation or duty of the General Partner under this Agreement unless it has received written notice thereof from a Limited Partner and has failed to remedy such breach within 30 days of receipt of such notice. For greater certainty, absent fraud or wilful misconduct, no investment or divestiture decision by the General Partner will constitute or be deemed to constitute cause for its removal as the General Partner of the Partnership.

18.4 Amounts to be Paid. As a condition precedent to the resignation or removal of the General Partner, the Partnership shall pay all amounts payable by the Partnership to the General Partner pursuant to this Agreement accrued to the date of resignation or removal.

18.5 Successor General Partner. Any successor General Partner must be a resident of Canada for income tax purposes and shall assume all managerial duties, powers and obligations imposed upon or granted to the General Partner, must agree in writing to be bound by the provisions of this Agreement and in such writing must repeat the representations, warranties and covenants set out in Section 14.1. The General Partner that has been removed or has resigned will do all things and take all steps necessary to effectively transfer the administration, management, control and operation of the business of the Partnership and the assets of the Partnership standing in its name to the successor General Partner and will execute and deliver all deeds, certificates, declarations and other documents necessary or desirable to effect such transfer in a timely fashion. The remuneration of any successor General Partner shall be determined by Ordinary Resolution of the Limited Partners.

18.6 Assignment of Interest of General Partner. The interest of the General Partner, as such, in the Partnership may be transferred to another affiliate of Maple Leaf Energy Income Holdings Corp. that is a corporation which has the same directors as the General Partner, may be transferred in the case of a merger or consolidation of the Partnership with one or more Related Entities as contemplated in this Agreement, and, except as provided in this Article 18, may be transferred to any other person only with the consent of the Limited Partners granted by an Extraordinary Resolution, provided in each case that the transferee assumes all of the obligations of the General Partner with respect to the Partnership. Notwithstanding the foregoing, the former General Partner shall remain liable for the obligations of the General Partner hereunder unless the Limited Partners consent by an Extraordinary Resolution to a release of the General Partner from such obligations.

18.7 Release. In the event of the removal or resignation of the General Partner, the Partnership and the Limited Partners shall release and hold harmless the former General Partner from all actions, claims, costs, demands, losses, damages and expenses with respect to events that occur in relation to the Partnership after the effective date of removal or resignation of the former General Partner, except to the extent that any such action, claim, cost, demand, loss, damage or expense arose out of any fault of the former General Partner prior to such effective date.

18.8 Non-Termination of Partnership. The Partnership will not be terminated by reason of the removal, replacement or withdrawal of the General Partner provided a new general partner is admitted to the Partnership and is appointed as the General Partner.

ARTICLE 19 - POWER OF ATTORNEY

19.1 Creation of Power of Attorney. Each Limited Partner, by such Limited Partner's conduct in subscribing for Units in accordance with the procedures described in the Prospectus and this Agreement, and each person who is a transferee of a Unit and assignee of the interest of a Limited Partner from the holder of a Unit, hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as his or her true and lawful attorney and agent, with full power and authority in his or her name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, make, record and file when, as and where required or appropriate, any and all of the following:

(a) this Agreement and counterparts hereof, and all documents and instruments necessary or appropriate to form, qualify or continue the qualification of the Partnership as a valid and subsisting limited partnership in any jurisdiction where the Partnership may carry on business or own or lease property in order to establish or maintain the limited liability of the Limited Partners and to comply with the applicable laws of any such jurisdiction;

(b) all documents, instruments and certificates necessary to reflect any amendments to this Agreement which are approved pursuant to Article 16 hereof;

(c) all conveyances, agreements, documents and other instruments necessary to facilitate and implement the dissolution and termination of the Partnership, if such dissolution and termination of the Partnership is authorized pursuant hereto, including the cancellation of any Certificate and the distribution of the assets of the Partnership;

(d) all instruments, deeds, agreements or documents executed by the General Partner in carrying on the Business of the Partnership as authorized in this Agreement, including those necessary to purchase, sell, or hold the Partnership's assets, or effect a merger or consolidation of the Partnership with one or more Related Entities, as contemplated in this Agreement;

(e) all applications, elections, determinations or designations under the Tax Act or taxation legislation of any province or territory with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership, including elections under subsections 85(2) and 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation in respect of the dissolution of the Partnership;

(f) any instrument or document which may be required to effect the continuation of the Partnership, or the admission of an additional or substitute Partner;

(g) any instrument with respect to the disposition of a Limited Partner's Units if such Limited Partner becomes a "non-resident" of Canada or, in the case of a Limited Partner that is a partnership, if such Limited Partner ceases to be a "Canadian partnership", in either case for purposes of the Tax Act;

(h) any instrument or document required or appropriate to be filed with any governmental body or respecting the business, property and assets of the Partnership or this Agreement but the foregoing grant of authority shall not include the authority to transfer the interest of the Limited Partner in his or her Units or to execute any proxy on behalf of any Limited Partner or to vote in respect of any Ordinary Resolution or any Extraordinary Resolution; and

(i) any instrument, deed, agreement or document necessary to accept, facilitate or effect an Offer or a Liquidity Event that has been approved by Extraordinary Resolution.

By purchasing Units or accepting transfer of a Unit or accepting assignment of the interest of a Limited Partner as the beneficial owner or holder of a Unit, each Limited Partner acknowledges and agrees that he or she has given such power of attorney and will ratify any and all actions taken by the General Partner pursuant to such power of attorney. As well, by purchasing Units upon the issue thereof, each Limited Partner acknowledges and agrees that he or she has authorized an authorized member of the selling group formed by the General Partner to act as his or her attorney to execute on his or her behalf a Subscription Agreement and Power of Attorney.

19.2 Irrevocability.

(a) The grant of authority contained in Section 19.1 and the power of attorney that forms part of Schedule "A" (collectively, the "**Power of Attorney**") is coupled with an interest, is irrevocable and will survive the death, disability, legal incapacity, mental infirmity or incompetence, or bankruptcy of a Limited Partner or the transfer or assignment by the Limited Partner of all or part

of his or her interest in the Partnership and bind the heirs, executors, administrators, and other legal representatives and successors and assigns of each Limited Partner, and may be exercised by the General Partner on behalf of each Limited Partner in executing any instrument or document by listing all the Limited Partners thereon and executing such instrument or document with a single signature as attorney and agent for all of them.

(b) **By subscribing for Units, each Subscriber acknowledges and agrees that he or she has given such power of attorney and will ratify any and all actions taken by the General Partner pursuant to such power of attorney.** Each Limited Partner hereby waives any and all defences which may be available to contest, negate or disaffirm any such action of the General Partner taken in good faith under the Power of Attorney.

(c) Each Limited Partner declares that the Power of Attorney may be exercised during any legal incapacity, mental infirmity or incompetence on such Limited Partner's part.

(d) The Power of Attorney shall continue for so long as the attorney is the general partner of the Partnership, and shall terminate thereafter with respect to that attorney upon substitution therefor of a substitute general partner but shall continue in respect of the substitute general partner.

19.3 Authority of General Partner to Require a Replacement Power of Attorney. In the event that the Power of Attorney is executed by an agent acting on behalf of a Limited Partner, such Limited Partner hereby irrevocably acknowledges and confirms that he, she or it has authorized such agent to execute such Power of Attorney on his, her or its behalf. Each such Limited Partner and any Limited Partner that has executed a Power of Attorney that is not satisfactory to the General Partner in its sole and absolute discretion will, if requested by the General Partner, execute a Power of Attorney and deliver to the General Partner a Power of Attorney in form and content satisfactory to the General Partner. Any such request by the General Partner will provide the Limited Partner with a reasonable time within which to execute and return the Power of Attorney being requested. The Partners each acknowledge and agree that it is reasonable to require that such Power of Attorney be executed and returned to the General Partner within ten Business Days of delivery of the request. The General Partner will have absolute and irrevocable authority to carry out such acts and execute all documents and agreements that it considers necessary or desirable to properly and fully implement such remedies.

19.4 Agreement of Limited Partners to Ratify Acts. The Limited Partners each acknowledge and agree that they will at any time, including after the dissolution or termination of, the Partnership, provide the General Partner with such ratification of any acts done by the General Partner pursuant to the Power of Attorney or pursuant to its authority as General Partner under this Agreement, that may be requested or required by the General Partner in its sole and absolute discretion. Such ratification will be in form and content satisfactory to the General Partner.

19.5 Compliance with Laws. Each Limited Partner will, on request by the General Partner, immediately execute every certificate or other instrument necessary to comply with any law or regulation of any jurisdiction in Canada for the continuation and good standing of the Partnership.

ARTICLE 20 – MUTUAL FUND ROLLOVER TRANSACTION

20.1 Mutual Fund Rollover Transaction.

(1) Where a Liquidity Event has resulted in the Partnership receiving shares of a corporation and the General Partner believes it is in the best interests of the Limited Partners, the General Partner may implement a Mutual Fund Rollover Transaction, pursuant to which the Partnership will transfer such shares of the corporation to a Mutual Fund in exchange for redeemable Mutual Fund Shares. If a Mutual Fund Rollover Transaction is proposed then upon receipt of all necessary regulatory approvals, the General Partner is hereby authorized to implement such Mutual Fund Rollover Transaction and, within 60 days thereafter, distribute the Mutual Fund Shares to the Limited Partners and the General Partner in accordance with their entitlements under this Agreement, on a tax deferred basis upon the dissolution of the Partnership. If the General Partner proceeds with the Mutual Fund Rollover Transaction, the General Partner, on behalf of all

Partners, shall file appropriate elections under subsection 85(2) of the Tax Act and all other applicable income tax legislation to effect such transfer of assets to the Mutual Fund on a tax-deferred basis. The terms of any such transaction shall provide for the receipt of all necessary regulatory and other approvals. In the event that the Mutual Fund Rollover Transaction occurs, subject to regulatory and other approvals, other similar entities may transfer their assets to the Mutual Fund prior to, at the time of, or subsequent to such Mutual Fund Rollover Transaction.

(2) The Mutual Fund may hold, or sell, the securities or other assets, if any, acquired from the Partnership and, following the Mutual Fund Rollover Transaction, it may engage in purchases and short sales of equity securities of Canadian issuers. At the time of completion of the Mutual Fund Rollover Transaction, the Mutual Fund:

(a) will be a "mutual fund corporation" (or other appropriate entity) for purposes of the Tax Act or will undertake to take all steps required to qualify as a "mutual fund corporation" under the Tax Act not later than 90 days after the Mutual Fund Rollover Transaction;

(b) will have entered into a management agreement with an appropriately registered investment fund manager with respect to the management of the assets of the Mutual Fund;

(c) will not acquire from the Partnership any securities of any issuer which would be prohibited by the mutual fund conflict of interest rules contained in section 121(2) of the *Securities Act* (British Columbia), section 111(2) of the *Securities Act* (Ontario) and comparable provisions under the securities legislation of other Canadian provinces;

(d) will have received all necessary regulatory approvals which it requires to participate in the Mutual Fund Rollover Transaction; and

(e) will not be entitled to receive any commission in connection with the Mutual Fund Rollover Transaction and following such transaction may pay up to a 2% management fee or such other customary fees for a mutual fund of this nature.

(3) The following additional conditions apply to the Mutual Fund Rollover Transaction:

(a) Such transaction may be subject to such matters as are appropriate, including obtaining all necessary regulatory and other approvals and the requirements of applicable law, regulations and policies and the receipt of exemptions, if any;

(b) A Mutual Fund Rollover Transaction cannot be implemented to the extent that assets to be transferred by the Partnership include assets that are real property or an interest therein, such as "Canadian resource property" (as defined in the Tax Act) if it is real property or an interest therein ("**Real Property**"); accordingly, it can be implemented only if and to the extent that, at the time of such implementation, the Partnership has closed an Offer and holds Offering Shares, cash or a combination of Offering Shares and cash or has closed a similar transaction pursuant to which it has transferred Real Property to a transferee in consideration for assets that are not Real Property;

(c) The Mutual Fund Rollover Transaction may only be implemented if, at the date the Partnership transfers its assets (but not Real Property) to the Mutual Fund, the Mutual Fund is a "mutual fund corporation" (or other appropriate entity) for purposes of the Tax Act or would be eligible to become a "mutual fund corporation" (or other appropriate entity) for purposes of the Tax Act within 90 days of such transfer on filing such elections as are required by the Tax Act and the Mutual Fund has agreed with the Partnership to file such elections in such form and within the time prescribed by the Tax Act; and

(d) The Limited Partners may amend the terms of the Mutual Fund Rollover Transaction by way of Extraordinary Resolution. No Mutual Fund Rollover Transaction will be implemented if the

Limited Partners subsequently determine by Extraordinary Resolution not to proceed with such a transaction. In the event that a meeting is requisitioned in accordance with Section 15.1 for the purpose of considering and voting on any proposal in connection with a Mutual Fund Rollover Transaction, such transaction shall not be implemented and the Partnership shall not be dissolved pending the outcome of such meeting. The General Partner shall comply with any amendments to the terms of the Mutual Fund Rollover Transaction that are approved by Extraordinary Resolution at such meeting.

(4) Subject to proceeding in accordance with Subsection 20.1(1), if the General Partner would be unable to make an election under applicable income tax legislation referred to in Section 20.1(1) hereof in respect of specific property such as Real Property ("**Non-Qualified Property**"), the Non-Qualified Property will be distributed, before the transfer of the balance of the Partnership's assets to the Mutual Fund, as to 95% (or 75% if the General Partner is entitled to the Performance Bonus at such time) among the Limited Partners proportionate to the number of Units held by them and will be held by the General Partner as their agent and as to 5% (or 25% if the General Partner is entitled to the Performance Bonus at such time) to the General Partner. Each Limited Partner hereby irrevocable appoints the General Partner as its agent for such purpose.

ARTICLE 21 - MISCELLANEOUS

21.1 Benefit and Binding. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

21.2 Time. Time shall be of the essence of this Agreement.

21.3 Assignment. Except as specifically authorized herein, this Agreement is not assignable in whole or in part without the consent of the other parties hereto.

21.4 Further Assurances. The parties hereto shall from time to time execute and deliver all such further documents and do all acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

21.5 No Limited Partner Consent to Admit. No action or consent of the Limited Partners will be required for the admission at any time or from time to time of Limited Partners or the transfer of any Units and subsequent admission of the transferee as a Limited Partner.

21.6 Correction of Default by General Partner. Any curable default of the General Partner resulting from an omission to take any measure within a prescribed time period and having no material adverse effect on the Limited Partners or the Partnership will be deemed to have been corrected if the measure is taken within 60 days following a notice by a Limited Partner requesting the General Partner to remedy the default.

21.7 Execution in Counterparts and by Facsimile. This Agreement may be executed by multiple counterparts, each of which will be deemed to be an original and all of which shall be construed together as one agreement, and facsimile signatures shall be effective as original signatures.

21.8 Limited Partner Not a General Partner. If any provision of this Agreement has the effect of imposing upon any Limited Partner any of the liabilities or obligations of a general partner under the Partnership Act, such provision shall be deemed to be of no force and effect and severed from the remainder of this Agreement.

21.9 Attornment. For the purposes of all legal proceedings, this Agreement will be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia will have jurisdiction to entertain any action arising under this Agreement. The General Partner and each of the Limited Partners hereby attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF, the parties have executed this Agreement.

MAPLE LEAF 2012-II ENERGY INCOME MANAGEMENT CORP.

By: _____
Authorized Signatory

MAPLE LEAF 2012-II ENERGY INCOME MANAGEMENT CORP., AS ATTORNEY FOR ALL OF THE LIMITED PARTNERS OF MAPLE LEAF 2012-II ENERGY INCOME LIMITED PARTNERSHIP

By: _____
Authorized Signatory

SCHEDULE A

MAPLE LEAF 2012-II ENERGY INCOME LIMITED PARTNERSHIP
Transfer Form and Power of Attorney

I, the undersigned, a Limited Partner of MAPLE LEAF 2012-II ENERGY INCOME LIMITED PARTNERSHIP (the "Partnership"), hereby transfer, assign and sell to:

(Name of Transferee) (the "transferee")	Address and Postal Code

_____ Unit(s) in the Partnership and constitute the above-named transferee as a substitute Limited Partner to the extent of the said number of Units. I agree to execute and deliver to the General Partner of the Partnership any documents required to effect a valid transfer of the said Units or which are necessary or advisable, in the opinion of the General Partner, to preserve the status of the Partnership as a limited partnership. I agree that the power of attorney previously granted by me to the General Partner will be effective for the purpose of executing and filing all certificates, amendments and other instruments necessary to give effect to this transfer.

Dated at _____ in the Province of _____ this _____ day of _____, _____.

(Guarantor)	(Signature of Limited Partner)
	Surname Given Name (Please Print)
	Address (No Post Office Box)
	City, Province and Postal Code

Notes:

1. The signature of the Limited Partner must be guaranteed by a Canadian chartered bank, a trust company or a member of the Investment Industry Regulatory Organization of Canada.
2. Any Certificate representing the Units to be transferred must accompany this Transfer Form and Power of Attorney.
3. This transfer must be for a whole Unit or for whole Units. Transfers of fractional or partial Units will not be recognized or entered in the register of the Partnership.
4. A transfer of Units shall not be effective until the change has been recorded or filed, as applicable, pursuant to the *Partnership Act* (British Columbia). A transferee will become a Limited Partner for purposes of the Partnership Agreement only after the transfer has been recorded.
5. No transfer of a Unit shall cause the dissolution of the Partnership, and no transfer of Units will be accepted by the Registrar and Transfer Agent of the Units after notice of dissolution of the Partnership is given to the Limited Partners.

The transferee by execution hereof hereby accepts the within transfer and agrees to be bound, as a party to, and as a limited partner in the Partnership, by the terms of the amended and restated limited partnership agreement (the "**Partnership Agreement**") made as of July ●, 2013, as amended from time to time, among Maple Leaf 2012-II

Energy Income Management Corp. (the "General Partner"), CADO Bancorp Ltd. as initial limited partner and the Limited Partners from time to time, as amended from time to time.

The transferee further acknowledges that he or she has received a copy of the Partnership Agreement and that the execution hereof shall be deemed to constitute execution by the transferee of a counterpart of the Partnership Agreement.

Terms denoted herein with capital letters and not otherwise defined have the meanings ascribed thereto in the Partnership Agreement, unless the context otherwise requires.

The transferee hereby represents and warrants to each other Partner that:

(a) the transferee has the capacity and good and sufficient power, authority and right to enter into the Partnership Agreement;

(b) if an individual, the transferee has obtained the age of majority and has the legal capacity and competence to execute the Partnership Agreement and to take all actions required pursuant thereto;

(c) if a corporation or other body corporate, the transferee has the legal capacity and competence to execute the Partnership Agreement and to take all actions required pursuant thereto and all necessary approvals by directors, shareholders and members of the transferee, or otherwise, have been given to authorize it to execute the Partnership Agreement and to take all actions required pursuant thereto;

(d) the transferee is not itself a partnership (other than a "Canadian partnership" for purposes of the Tax Act) and is not acquiring Units as a partner in, or on behalf of, any partnership (other than a "Canadian partnership" for purposes of the Tax Act);

(e) the transferee, or any other beneficial owner of the Units registered in his or her name, is not a "non-resident" of Canada for the purposes of the Tax Act;

(f) the transferee is not a "non-Canadian", as that expression is defined in the Investment Canada Act;

(g) no interest in the transferee is a "tax shelter investment" as that term is defined in the Tax Act;

(h) the transferee has not financed his or her acquisition of Units with a financing for which recourse is or is deemed to be limited (as further described in the definition of Limited Recourse Amount at Section 1.1 of the Partnership Agreement) within the meaning of the Tax Act;

(i) the transferee is not a Financial Institution unless the Subscriber provided written notice to the contrary to the General Partner prior to the date of acceptance of this Transfer Form and Power of Attorney;

(j) in a written notice provided to the General Partner on or before the date of acceptance of this transfer, the transferee identified all Resource Companies with which the transferee does not deal at arm's length (and, if the transferee is a Resource Company, it acknowledged that the transferee is a Resource Company);

(k) if no written notice is provided to the General Partner pursuant to paragraph (j) above, the transferee is not a Resource Company and deals at arm's length within the meaning of the Tax Act with any Resource Company, the General Partner or any Oil and Gas Company; and

(l) the transferee will maintain the truth of the representations and warranties as described above for so long as the Units are held by him or her and he or she will not transfer his or her Units in whole or in part to any person who would be unable to make such representations and warranties.

The transferee covenants and agrees to promptly provide evidence of the truth and correctness of the foregoing representations and warranties at any time or times as the General Partner reasonably requires.

In consideration of the General Partner recording this transfer and conditionally thereon, the transferee hereby agrees to be bound as a Limited Partner by the terms of the Partnership Agreement, as from time to time amended and in effect, and expressly ratifies and confirms the power of attorney given to the General Partner therein and the transferee hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as his or her true and lawful attorney and agent, with full power and authority in his or her name, place and stead to execute, swear to, acknowledge, deliver, make, record and file when, as and where required or appropriate, any and all of the following:

(a) the Partnership Agreement and counterparts thereof, and all documents and instruments necessary or appropriate to form, qualify or continue the qualification of the Partnership as a valid and subsisting limited partnership in any jurisdiction where the Partnership may carry on business or own or lease property in order to establish or maintain the limited liability of the Limited Partners and to comply with the applicable laws of any such jurisdiction;

(b) all documents, instruments and certificates necessary to reflect any amendments to the Partnership Agreement which are approved pursuant to Article 16 thereof;

(c) all conveyances, agreements, documents and other instruments necessary to facilitate and implement the dissolution and termination of the Partnership, if such dissolution and termination of the Partnership is authorized pursuant to the Partnership Agreement, including the cancellation of any Certificate and the distribution of the assets of the Partnership;

(d) all instruments, deeds, agreements or documents executed by the General Partner in carrying on the Business of the Partnership as authorized in the Partnership Agreement, including those necessary to purchase, sell, or hold the Partnership's assets;

(e) all applications, elections, determinations or designations under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Partnership or of a Partner's interest in the Partnership including all applications, elections, determinations or designations under the Tax Act or other legislation or similar laws of Canada or of any other jurisdiction with respect to any other governmental credit, grant or benefit, the sale or transfer of any of the assets of the Partnership, the distribution of the assets of the Partnership, or the dissolution and termination of the Partnership;

(f) any instrument or document which may be required to effect the continuation of the Partnership, or the admission of an additional or substitute Partner;

(g) any instrument with respect to the disposition of a Limited Partner's Units if such Limited Partner becomes a "non-resident" of Canada or, in the case of a Limited Partner that is a partnership, if such Limited Partner ceases to be a "Canadian partnership", in either case for purposes of the Tax Act; and

(h) any instrument or document required or appropriate to be filed with any governmental body or respecting the business, property and assets of the Partnership or the Partnership Agreement;

but the foregoing grant of authority shall not include the authority to transfer the interest of the transferee in his or her Units or to execute any proxy on behalf of the transferee or to vote in respect of any Ordinary Resolution or any Extraordinary Resolution.

The grant of authority contained in this power of attorney is coupled with an interest, is irrevocable and will survive the death, disability, legal incapacity, mental infirmity or incompetence, or bankruptcy of the transferee or the transfer or assignment by the transferee of all or part of his or her interest in the Partnership and binds the heirs, executors, administrators, and other legal representatives and successors and assigns of the transferee, and may be exercised by the General Partner on behalf of the transferee in executing any instrument or document by listing all the Limited Partners thereon and executing such instrument or document with a single signature as attorney and agent for all of them. The transferee agrees to be bound by any representations and actions made or taken by the General Partner pursuant to this power of attorney permitted by the Partnership Agreement and hereby waives any and all defences which may be available to contest, negate or disaffirm any such action of the General Partner taken in good faith under this power of attorney. The transferee declares that this power of attorney shall survive and may be exercised during any legal incapacity, mental infirmity or incompetence on the transferee's part. This power of attorney shall continue on as long as the attorney and agent is the general partner of the Partnership, and shall terminate thereafter with respect to that attorney or agent upon substitution therefor of a substitute general partner but shall continue in respect of the substitute general partner.

THE FEDERAL AND QUÉBEC IDENTIFICATION NUMBERS FOR THIS TAX SHELTER ARE TS 080010 AND QAF-12-01470, RESPECTIVELY. THE IDENTIFICATION NUMBER ISSUED FOR THIS TAX SHELTER SHALL BE INCLUDED IN ANY INCOME TAX RETURN FILED BY THE INVESTOR. **ISSUANCE OF THE IDENTIFICATION NUMBERS IS FOR ADMINISTRATIVE PURPOSES ONLY AND DOES NOT IN ANY WAY CONFIRM THE ENTITLEMENT OF AN INVESTOR TO CLAIM ANY TAX BENEFITS ASSOCIATED WITH THE TAX SHELTER.**

Dated at _____ in the Province of _____ this _____ day of _____, _____.

None of us has any reason to believe that the grantor is incapable of giving a continuing power of attorney.	)	
_____	)	_____
(Witness)	)	Signature of Transferee)
_____	)	_____
(Ontario Subscribers: Second witness required)	)	Surname Given Name (Please Print)

Each of the witnesses named above, by his/her execution of the above Transfer Form and Power of Attorney as a witness, hereby certifies that: he/she and the other named witness were both present when the Transfer Form and Power of Attorney was executed by the transferee and have executed the same in the presence of the transferee and the other named witness on the date shown above:

(a) he/she is not a child of the transferee or a person whom the transferee has demonstrated a settled intention to treat as his/her child;

(b) is not a person whose property is under guardianship or who has a guardian;

(c) is not under the age of 18, or if resident in the Northwest Territories or Nunavut, is not under the age of 19;

(d) is not a spouse or a partner of the transferee (as such terms are used in the Substitute Decisions Act (Ontario));

(e) has no reason to believe that the transferee is incapable of giving a continuing power of attorney; and

(f) is not an officer, director or other representative of the General Partner.

For transferees in Manitoba, the witness must be: (i) an individual registered, or qualified to be registered, under Section 3 of the *Marriage Act* to solemnize marriages; (ii) a judge of a superior court of the province; (iii) a justice of the peace, magistrate or provincial judge; (iv) a duly qualified medical practitioner; (v) a notary public appointed for the province; (vi) a lawyer entitled to practice in the province; (vii) a member of the Royal Canadian Mounted Police; or (viii) a member of a municipal police force in the province who exercises the powers of a peace officer.

Residence Address (if different than above) (No Post Office Box)

City, Province and Postal Code

Mailing Address (if different than above) (No Post Office Box)

City, Province and Postal Code

S.I.N. of Transferee

Ontario Corporation number of the Transferee, if any

TRANSFER ACKNOWLEDGED

this _____ day of _____.

MAPLE LEAF 2012-II ENERGY INCOME MANAGEMENT CORP., as General Partner of
MAPLE LEAF 2012-II ENERGY INCOME LIMITED PARTNERSHIP

By:_____