CCS OPERATIONS LIMITED PARTNERSHIP AGREEMENT

June 28, 2005

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This Limited Partnership Agreement made as of the 28th day of June, 2005.

BETWEEN:

CCS OPERATIONS GP INC., a body corporate, having an office in the City of Calgary in the Province of Alberta (the "**General Partner**")

AND

CCS HOLDING TRUST, a commercial trust formed under the laws of the Province of Alberta, by its trustee, CCS Inc. (the "**Initial Limited Partner**" or the "**Limited Partner**")

AND

Each of those persons who from time to time is accepted as and becomes a limited partner of the partnership formed pursuant to this Agreement in accordance with the terms and conditions of this Agreement (individually, a "**Limited Partner**" and collectively, the "**Limited Partners**")

WHEREAS the General Partner and the Initial Limited Partner wish to form a limited partnership to be known as "**CCS Operations Limited Partnership**" to carry on, initially, one or more of the activities set forth in Section 3.1.

NOW THEREFORE THIS AGREEMENT WITNESSES and the in consideration of the covenants, representations and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) "**Administrative Services Agreement**" means the administrative services agreement to be entered into by the General Partner and CCS Inc. pursuant to which CCS Inc. will provide those administrative services set out therein;

(b) "**Affiliate**" of any Person means any other Person who directly or indirectly controls, or is controlled by, or is under common control with, such Person and for these purposes:

(i) a body corporate is controlled by a Person if (A) securities of the body corporate to which are attached more than 50% percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the Person, and (B) the votes attached to those securities are sufficient to elect a majority of the directors of the body corporate;

(ii) an association, partnership or other organization is controlled by a Person if (A) more than 50% of the ownership interests, however designated, into which the association, partnership or other organization is divided are beneficially owned by the Person, and (B) the Person is able to direct the business and affairs of the association, partnership or other organization;

(iii) a body corporate, association, partnership or other organization is controlled by a Person if the Person has, directly or indirectly, control in fact of the body corporate, association, partnership or other organization; and

(iv) a body corporate, association, partnership or other organization that controls another body corporate, association, partnership or other organization is deemed to control any body corporate, association, partnership or other organization that is controlled or deemed to be controlled by the other body corporate, association, partnership or other organization,

and "control" and "controlling" have correlative meanings;

(c) "**Agreement**" means this agreement, including the Schedules to this agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto" and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement;

(d) "**Capital Contribution**" means, with respect to any Partner, the amount of capital contributed by such Partner to the Partnership;

(e) "**Certificate**" means the certificate in respect of the Partnership filed pursuant to the Partnership Act as it may be amended or restated from time to time in accordance with all notices to amend such certificate filed and recorded as aforesaid;

(f) "**Class A Units**" means Class A general partner units of the Partnership having the rights, privileges and restrictions set forth in Section 4.1(b) hereof;

(g) "**Class B Units**" means Class B limited partner units of the Partnership having the rights, privileges and restrictions set forth in Section 4.1(c) hereof;

(h) "**Extraordinary Resolution**" means a resolution, passed at a meeting of Limited Partners, or any adjournment thereof, called to consider the resolution by a majority of not less than 66 2/3% of the votes cast by Limited Partners at the meeting, or adjournment, who are entitled to vote with respect to such resolution or a resolution in writing signed in one or more counterparts by Limited Partners holding not less than 66 2/3% of the votes entitled to vote with respect to such resolution at a meeting;

(i) "**Fiscal Period**" means the fiscal period of the Partnership as set out in Section 6.4, as the same may be amended from time to time in accordance herewith;

(j) "**GAAP**" means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;

(k) "**General Partner**" means CCS Operations GP Inc. and each other party who becomes an additional or substituted General Partner pursuant to the terms and conditions of this Agreement;

(l) "**Limited Partners**" means CCS Holding Trust and each of those persons who from time to time is accepted as and becomes a limited partner of the Partnership in accordance with the terms and conditions of this Agreement;

(m) "**Ordinary Resolution**" means a resolution, passed at a meeting of Limited Partners, or any adjournment thereof, called to consider the resolution by a simple majority of more than 50% of the votes cast by Limited Partners at the meeting, or adjournment, who are entitled to vote with respect to such resolution or a resolution in writing signed in one or more counterparts by Limited Partners holding more than 50% of the votes entitled to vote with respect to such resolution at a meeting;

(n) "**Partners**" means the General Partner and the Limited Partners and "**Partner**" means any one of them;

(o) "**Partnership**" means CCS Operations Limited Partnership, a limited partnership formed pursuant to the terms of this Agreement under the Partnership Act;

(p) "**Partnership Act**" means the *Partnership Act* (Alberta);

(q) "**Partnership Interest**" means the proportion that the number of Units held by a Partner at any time bears to the aggregate number of Units issued and outstanding at such time;

(r) "**Partnership Business**" has the meaning set forth in Section 3.1;

(s) "**Partnership Property**" means the property and property interests (whether real or personal, vested or contingent, tangible or intangible) held by or for the benefit of the Partnership at any time and from time to time;

(t) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated associated, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(u) "**Record Date**" means: (i) for the purpose of determining those Partners entitled to receive a distribution in accordance with the provisions hereof; or (ii) for the purpose determining those Limited Partners entitled to receive notice of and vote at a meeting of Limited Partners, the last day of the month preceding the date of such distribution or meeting of Limited Partners; provided that if the last day is not a business day, then the record date for such purposes will be the next business day;

(v) "**Register**" means the register of Partners maintained or caused to be maintained pursuant to Section 6.8;

(w) "**Registrar and Transfer Agent**" means the registrar and transfer agent for the Partnership referred to in Section 6.8;

(x) "**Tax Act**" means the *Income Tax Act* (Canada);

(y) "**Unit**" means a Class A Unit or a Class B Unit, or both, as the context requires, which represents an interest in the Partnership as provided for in this Agreement and having the rights, privileges, restrictions and conditions set forth herein; and

(z) "**Unit Certificate**" means a certificate representing ownership of one or more Units, which certificate shall be substantially in the form attached hereto as Schedule A or such other form as is approved from time to time by the General Partner.

1.2 Schedules

The following Schedules form part of this Agreement:

Schedule A Form of Unit Certificate

1.3 Interpretation:

(a) Headings: The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Section References: Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

(c) Gender, Plural, Derivatives: In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa*; and words importing gender include all genders. If a word is defined in this Agreement, unless the context otherwise requires, a derivative of that word shall have a corresponding meaning.

(d) Date for Actions: In the event that the date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

(e) Statutes: References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

(f) Currency: Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

(g) Arm’s Length: Persons shall be deemed to be acting "at arm’s length" with one another if they would be at arm’s length for purposes of the Tax Act.

ARTICLE 2
THE PARTNERSHIP

2.1 Formation of Partnership

The General Partner and the Initial Limited Partner hereby form and enter into the Partnership, a limited partnership to be governed by the laws of the Province of Alberta and the terms and conditions of this Agreement.

2.2 Name

The name of the Partnership shall be "**CCS Operations Limited Partnership**", or such other name or names as the General Partner may determine from time to time of which notice to amend the Certificate is filed and recorded pursuant to the Partnership Act.

2.3 Principal Office

The principal office of the Partnership shall be 2400, 530-8th Ave. S.W., Calgary, Alberta T2P 3S8. The General Partner may change the principal office of the Partnership to such other office or offices in such city as the General Partner may from time to time determine provided that the General Partner gives notice of such change to the Limited Partners. The General Partner may establish such other place or places of Partnership Business as it may determine from time to time.

ARTICLE 3
PARTNERSHIP BUSINESS

3.1 Partnership Business

The Partnership is formed for the purpose of carrying on business in the energy sector, the oilfield waste treatment, recovery and disposal services sector, the oilfield services sector,environmental waste management business, the water treatment sector, the oil and gas storage sector, oil and gas marketing, the environmental consulting and environmental construction services sector and such other business or businesses as the Partnership may determine to carry on or acquire from time to time, and to carry out such other activities and operations as are incidental or related to the foregoing (the "**Partnership Business**").

3.2 Powers

The purpose of the Partnership set forth in Section 3.1 shall be construed as both the purpose of, and the basis for powers of, the Partnership and the General Partner hereunder. The Partnership shall have, without limitation, the power to do, or cause to be done, any and all acts and things necessary, convenient or incidental to the accomplishment of the purpose of the Partnership of any means by which the purpose of the Partnership may be accomplished shall not limit or be construed so as to limit the powers which may be exercised by the Partnership.

ARTICLE 4
ADMISSION OF LIMITED PARTNERS AND CAPITAL CONTRIBUTIONS

4.1 Division into Units

(a) The Partnership is authorized to issue:

(i) one class of Units, to be designated as "Class A Units", in an unlimited number; and

(ii) one class of Units, to be designated as "Class B Units", in an unlimited number,

such Units having attached thereto the rights, privileges, restrictions and conditions set forth in this Section 4.1.

(b) The Class A Units may only be issued to General Partner and shall have attached thereto the following rights, privileges, restrictions and conditions:

(i) subject to the prior rights and privileges attaching to any other class or series of units of the Partnership, the right to receive any distributions by the Partnership *pro rata* with the holders of Class B Units; and

(ii) subject to Section 12.4 and the prior rights and privileges attaching to any other class or series of units of the Partnership, including, without limitation, the right to receive the remaining property and assets of the Partnership upon dissolution *pro rata* with the holders of Class B Units.

(c) The Class B Units may only be issued to Limited Partners and shall have attached thereto the following rights, privileges, restrictions and conditions:

(i) the right to one vote at all meetings of Limited Partners;

(ii) subject to the prior rights and privileges attaching to any other class or series of units of the Partnership, the right to receive any distributions by the Partnership *pro rata* with the holders of Class A Units;

(iii) subject to the prior rights and privileges attaching to any other class or series of units of the Partnership, the right to receive the remaining property and assets of the Partnership upon dissolution *pro rata* with the holders of Class A Units; and

(iv) the class provisions attaching to the Class B Units may be amended only with the prior approval of the holders of the Class B Units by Extraordinary Resolution.

4.2 GP Contributions

(a) Concurrently herewith, the General Partner shall contribute $1.00 to the Partnership, and upon such Capital Contribution being made, the capital account for the General Partner shall be credited with **$**1.00 and the Partnership shall issue 1 Class A Unit to the General Partner.

(b) The General Partner shall not, and shall not be required to, make any further Capital Contribution to the Partnership, except as provided herein. The General Partner may acquire Units and also be a Limited Partner.

4.3 LP Contributions

(a) Concurrently herewith, the Initial Limited Partner shall contribute $999.00 to the Partnership, and upon such Capital Contribution being made, the capital account for the Initial Limited Partner shall be credited with $999.00 and the Partnership shall issue 999 Class B Units to the Initial Limited Partner.

(b) The Initial Limited Partner shall not, and shall not be required to, make any further Capital Contribution to the Partnership, except as provided herein.

4.4 Issue of Units and Admission of Limited Partners

The General Partner may, subject to this Section 4.4, admit Limited Partners by the issue of Units from time to time and there shall be no limit on the maximum number of Units that may be issued hereunder. Each person subscribing for Units must complete, execute and deliver to, or to the order of, the General Partner a subscription and power of attorney, in form and substance satisfactory to the General Partner, together with the subscription price therefore and any other documents necessary to comply with applicable securities laws and terms and conditions of issue. A subscriber for Units shall become a Limited Partner upon the acceptance by the General Partner of its subscription and power of attorney and such other documents in compliance by the Limited Partner with this Section 4.4, to the satisfaction of the General Partner and the amendment of the Certificate to include the subscriber as a Limited Partner in accordance with the Partnership Act and, thereupon, the Limited Partners hereby consent to the admission of, and will admit, additional Limited Partners to the Partnership without further act of the Partners.

4.5 Amendment of Certificate

Upon compliance with the other terms and conditions of this Agreement, the General Partner shall amend the Certificate in accordance with the Partnership Act to include the name of each additional person intended to become a Limited Partner as a Limited Partner, the amount and conditions of such person’s contribution to the capital of the Partnership and such other information as is required to be stated in the Certificate and shall make such other filings and recordings as may be required by law.

4.6 Refusal of Subscriptions

Subject to Section 4.7 hereof, the General Partner may, for any reason in its discretion, refuse to accept any subscription for a Unit. In the event of any such refusal or in the event of the acceptance of a subscription and power of attorney, but a failure to amend the Certificate in accordance with the Partnership Act to include the subscriber as a Limited Partner, the General Partner shall cause the return of the subscription and power of attorney, accompanying documents and any contribution of capital to the subscriber.

4.7 Subscription for Additional Units by Limited Partners

Each Limited Partner shall have the right to subscribe for additional Units hereunder in accordance with the terms and conditions hereof, provided that the issuance of such Units is exempt from the prospectus and registration requirements of applicable securities laws and otherwise in compliance with such laws and such Limited Partner provides satisfactory evidence to the General Partner in respect thereof.

4.8 Issue of a Fraction of Unit

No issue of a fraction of a Unit may be made or will be recognized.

ARTICLE 5
ACCOUNTS, ALLOCATIONS AND DISTRIBUTIONS

5.1 Capital Accounts

The General Partner shall establish and maintain on the books of the Partnership a capital account for each of the Partners, which account shall be credited with each contribution to the capital of the Partnership made by the Partner and credited or debited, as the case may be, with amounts of capital allocated or distributed to the Partner from time to time.

5.2 Current Accounts

The General Partner shall establish and maintain on the books of the Partnership a current account for each of the Partners, which account shall be credited with all amounts, other than capital, in respect of which Partners are entitled to be credited, and debited with all amounts, other than capital, in respect of which Partners are to be charged pursuant to this Agreement. The interest of a Partner in the Partnership shall not terminate by reason of a negative or zero balance in any accounts maintained on the books of the Partnership with respect to such Partner.

5.3 No Interest Payable on Accounts

Except as provided herein, no Partner has the right to receive interest on any credit balance in accounts maintained on the books of the Partnership and no Partner is liable to pay interest to the Partnership on any deficit in any accounts maintained on the books of the Partnership.

5.4 Withdrawal

No Partner has the right to withdraw any of its Capital Contribution or any other amount or to receive any cash or other distribution from the Partnership except as provided for in this Agreement and except as permitted by law.

5.5 Return of Capital

No Partner shall be entitled to a return, or to demand a return, of any of such Partner's Capital Contribution or entitled to any distribution or allocation thereof except upon the dissolution of the Partnership or with the approval of the Limited Partners by Extraordinary Resolution.

5.6 Allocation of Net Income and Losses

(a) In respect of each Fiscal Period of the Partnership, the income and loss of the Partnership for income tax purposes, any assistance or incentive payments received by the Partnership or which the Partnership is entitled to receive any other expense, credit or other amount which is allocable for income tax purposes shall be allocated among the Partners in proportion to the distributions received by the Partners during such Fiscal Period.

(b) The net income or loss for accounting purposes for a given Fiscal Period of the Partnership will be allocated to each Partner in the same proportion as net income or loss is allocated for tax purposes to each Partner. All income allocated to a Partner will be added to the capital account maintained for the Partner and any losses allocated to the Partner or any amounts distributed to the Partner will be deducted from such capital account.

5.7 Distributions

Except as otherwise provided in this Agreement, all distributions to the Partners shall be made in accordance with their respective Partnership Interest as of the applicable Record Date. The General Partner shall distribute such portion of the profits of the Partnership, at such time, for such period, and in such amounts as it may determine, in its sole discretion; provided that no distributions shall be made unless the General Partner has reasonable grounds for believing that:

(a) after making the distribution, sufficient Partnership Property remains to satisfy all liabilities of the Partnership; and

(b) the Partnership would, is or would after the distribution, be able to pay its liabilities as they become due.

5.8 Repayments

If, as determined by the General Partner, it appears that any Limited Partner has received an amount under this Article 5 which is in excess of that Partner's entitlement, the Limited Partner will, forthwith upon notice from the General Partner, reimburse the Partnership to the extent of the excess, and failing immediate reimbursement, the General Partner may withhold the amount of the excess from further distributions otherwise due the Limited Partner.

ARTICLE 6
POWERS, RIGHTS AND DUTIES OF THE GENERAL PARTNER

6.1 Management of Partnership and Powers of General Partner

(a) The General Partner shall, subject to the provisions of this Agreement and in a reasonable and prudent manner, acting in the best interests of the Partnership, manage, control and operate the business and affairs of the Partnership, represent the Partnership and make all decisions regarding the Partnership Business.

(b) In addition to the powers and authorities possessed by the General Partner pursuant to the Partnership Act or conferred by law or elsewhere in this Agreement, the General Partner shall have the power and authority of a natural person to, or may, in its sole discretion, engage or delegate to another Person the right to, manage, control and operate the business and affairs of the Partnership and to do, or cause to be done, on behalf of the Partnership any and all acts necessary, convenient or incidental to the Partnership Business, without limitation, except as specifically limited by this Agreement, including, without limitation, to:

(i) enter into the Administrative Services Agreement with CCS Inc.;

(ii) hold the Partnership Property in the Partnership’s name or the name of the General Partner, as nominee for the Partnership, or any other corporation incorporated for such purpose, as nominee for the Partnership, or to cause the properties to be held by such other person or persons in trust for the Partnership in circumstances where such manner of holding title is appropriate;

(iii) cause legal title in the Partnership Property to be held by the General Partner or in the name of any other person, as agent and nominee, on such terms, in such manner, and with such powers in such person as the General Partner may determine, in its sole discretion;

(iv) possess and exercise all of the rights, powers and privileges appertaining to the ownership of all or any part of the Partnership Property to the same extent that an individual might, including the power to sell, assign, convey, lease, license or otherwise dispose of the Partnership, unless otherwise limited herein;

(v) engage any other person from time to time, or employ any persons as agents, representatives, employees or independent contractors in one or more capacities to carry out all or any portion of the Partnership Business;

(vi) obtain and maintain insurance in such amounts and with such coverage as in the reasonable judgment of the General Partner may be necessary or advisable with respect to the Partnership Business;

(vii) maintain the books and records of the Partnership;

(viii) open and operate bank accounts for the Partnership and designate from time to time the signatories for such accounts;

(ix) issue debt and equity securities of the Partnership and otherwise to borrow money (other than purchases of securities on margin, which shall not be restricted) from time to time for Partnership purposes and to draw, make and execute and issue promissory notes, evidences of indebtedness and other negotiable and non-negotiable instruments and to secure the payment thereof by mortgage, charge, debenture, pledge or by the creation of any other appropriate security interest;

(x) invest funds of the Partnership in such investments as the General Partner considers reasonable and appropriate in the circumstances;

(xi) accept subscription for and issue additional Units as contemplated herein;

(xii) submit to binding arbitration any matters pertaining to the assets, undertaking or Partnership Business;

(xiii) form any subsidiary for the purpose of making any investment or carrying on business related to the Partnership Business;

(xiv) oversee the distribution of the assets of the Partnership after payment or satisfaction of the liabilities of the Partnership in accordance with this Agreement;

(xv) enter into all agreements and do all such acts and things as are incidental to the foregoing and to exercise all powers which are necessary, useful or desirable to carry on the Partnership Business, make any decision and execute and deliver any instrument, deed, agreement or document which the General Partner may, in its discretion, determine appropriate, necessary or advisable in pursuing the Partnership Business;

(xvi) commence and defend any action or proceeding in connection with the Partnership;

(xvii) file all reports, returns and other filings under the Tax Act or otherwise;

(xviii) retain such legal counsel, experts, advisors or consultants as the General Partner considers appropriate;

(xix) pay all costs and expenses of the Partnership;

(xx) execute on behalf of the Partnership, any and all income tax elections and designations as the General Partner may deem appropriate; and

(xxi) do anything that is provided for in this Agreement or in furtherance of or is incidental to or is necessary or desirable in respect of the Partnership Business.

(c) No person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or to make any decision in the name of the Partnership.

6.2 Delegation Permitted

The General Partner may grant or delegate to any Person, such authority and powers as the General Partner may, in its sole discretion, deem necessary or desirable to effect the actual administration of the duties of the General Partner or to conduct the operation of the Partnership Business, including pursuant to the Administrative Services Agreement. The General Partner may grant broad discretion to such Person to manage and administer the day-to-day operations of the Partnership Business, to act as agent for the Partnership, to execute documents on behalf of the Partnership, and to make executive decisions for and on behalf of the Partnership. The General Partner may enter into an agreement with such Person relating to such Person's scope of authority, compensation and any other matters deemed desirable by the General Partner.

6.3 Records of the Partnership

The General Partner shall maintain complete and adequate books and records of the Partnership Business. Subject to applicable laws (including the Tax Act, which as at the date of this Agreement requires certain records to be maintained for six years), such books and records shall (until the expiry of one year following the termination of the Partnership) be kept available for inspection by any Partner or its duly authorized representatives (at the expense of such Partner) on not less than 48 hours notice to the General Partner (excluding Saturdays, Sundays, and statutory holidays in Alberta), during normal business hours at the principal office of the Partnership. Notwithstanding the foregoing, but subject to applicable law and Section 6.1, a Limited Partner shall not have access to or be provided with information with respect to the Partnership Business if such disclosure is prohibited by law or agreement.

6.4 Fiscal Period

The first Fiscal Year of the Partnership shall be determined by the General Partner in its sole discretion.

6.5 Accountant and Auditors

Unless required by Ordinary Resolution, the General Partner shall not be required to appoint auditors of the Partnership to report to the Partnership with respect to the financial statements of the Partnership. The General Partner shall, however, retain a qualified chartered accountant to review the financial statements of the Partnership as at the end of, and for, each Fiscal Period.

6.6 Periodic Reporting by General Partner

The General Partner shall prepare, or cause to be prepared in accordance with GAAP, and transmit on a timely basis to each Partner, financial statements of the Partnership for each Fiscal Period which shall include a balance sheet, statements of income, Partners' equity and changes in financial position together with all such information as may be necessary to enable the Partners to file all required Canadian federal and provincial income tax returns with respect to the income of the Partnership.

6.7 Accounting Policies

The General Partner may establish, from time to time, accounting policies with respect to the financial statements of the Partnership and may change, from time to time, any policy that has been so established provided that such policies are consistent with the provisions of this Agreement and with generally accepted accounting principles in Canada.

6.8 Registrar and Transfer Agent

The General Partner shall either act as Registrar and Transfer Agent for the Partnership or appoint a duly qualified and properly licensed trust or other company for such purpose and in such capacity the Registrar and Transfer Agent shall maintain and keep a Register of the names and addresses of the Limited Partners, the number of Units each Limited Partner holds and particulars of any assignment of Units. Upon request, a Limited Partner or his duly authorized representative shall be entitled to inspect, and at its expense receive a copy of, the Register.

6.9 Filings

The General Partner shall file or cause to be filed with the appropriate provincial authorities where it will carry on business any and all documents required to be filed by an extra-provincial limited partnership pursuant to the relevant provincial legislation, including, without limitation, a declaration, a power of attorney and any declaration of change required to be filed with respect to additional Limited Partners. All such documents required to be filed pursuant to the relevant provincial legislation will be available for inspection by the Limited Partners at the principal office of the Partnership.

6.10 Conflict of Interest

The Limited Partners acknowledge that the General Partner and its affiliates are or may be or may, in the future, be engaged in and intend to continue in; (i) the transportation business and may divide its time between the Partnership and other operations or interests similar to the Partnership Business in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership; and (ii) such activities may lead to the incidental result of providing additional information with respect to, or augmenting the value of, assets or the business carried on by the General Partner or its affiliates outside of the Partnership or otherwise have an interest. The General Partner may also derive direct or indirect benefit, profit or advantage from time to time as a result of dealings with the Partnership without being liable to the Partnership for any such direct or indirect benefit, profit or advantage, and may acquire, hold and dispose of, either for its own account or the account of other persons, any assets not constituting Partnership Property, even if such assets are of a character which could be held by the Partnership.

6.11 Consent to Conflict

Subject to the General Partner's obligations hereunder, the Limited Partners agree that the activities and facts as set forth in Sections 6.10 shall not constitute a conflict of interest or breach of fiduciary duty to the Partnership or the Limited Partners, the Limited Partners hereby consent to such activities and the Limited Partners waive, relinquish and renounce any right to participate in, and any other claim whatsoever with respect to, any such activities. The Limited Partners further agree that neither the General Partner nor any other party referred to in Sections 6.10 will be required to account to the Partnership or any Limited Partner for any benefit or profit derived from any such activities or from such similar or competing activity or any transactions relating thereto by reason of any conflict of interest or the fiduciary relationship created by virtue of the position of the General Partner hereunder unless such activity is contrary to the express terms of this Agreement.

6.12 Insurance

The General Partner will obtain and maintain on behalf of the Partnership insurance in such amounts and with such coverage as in the judgment of the General Partner may be necessary or advisable with respect to the Partnership Business.

6.13 Related Party Transactions

(a) Where goods or services are supplied to the Partnership by a Partner or any associate or affiliate of a Partner or any of their respective directors or officers, if applicable, the cost of such goods or services to the Partnership shall not exceed the amount that would have been paid for such goods or services had they been provided by an arm's length party.

(b) The Partnership shall not sell any asset of the Partnership to a Partner, or any associate or affiliate of a Partner, for an amount less than the fair market value of such asset, determined by the General Partner, acting reasonably.

6.14 Loans to General Partner

If the Partnership has any cash or other funds on hand not immediately required for investment or disbursement, the Partnership may lend any or all of such funds to the General Partner from time to time, on a non-interest basis, to be re-paid by the General Partner on demand by the Partnership. Any interest earned by the General Partner on such funds shall be credited against the General Partner's allocations of income of the Partnership hereof.

ARTICLE 7
REIMBURSEMENT AND REMUNERATION OF GENERAL PARTNER

7.1 Reimbursement and Remuneration of General Partner

All costs and expenses, including telephone and travel expenses, incurred from time to time by or on behalf of the General Partner or incurred on behalf of the Partnership, including under the Administrative Services Agreement, shall be paid by the General Partner out of any and all distributions paid to the General Partner under this Agreement and if such amounts are insufficient, all amounts in excess may be incurred by or on behalf of the General Partner and shall be considered an advance to the Partnership from the General Partner, which shall be reimbursed; provided that the General Partner shall not be obligated to advance any amount to the Partnership.

7.2 Borrowing Costs

The General Partner is entitled to reimbursement by the Partnership of any advance by the General Partner to the Partnership together with interest thereon at the rate of interest and expense relative thereto at which such amounts are borrowed by the General Partner from its bankers, but such interest and expenses shall not exceed that which the Partnership could obtain from recognized financial establishments with respect to similar borrowings.

ARTICLE 8
LIABILITY OF PARTNERS

8.1 Liability of General Partner

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

8.2 Liability of Limited Partners

Subject to applicable laws, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership shall be limited to the aggregate of the amount of such Limited Partner's Capital Contribution, any additional amount the Limited Partner has agreed to contribute to the capital of the Partnership and such Limited Partner's share of the undistributed assets of the Partnership. A Limited Partner shall have no further liability for such debts, liabilities or obligations and shall not be liable for any further calls, assessments or contributions to the Partnership.

8.3 Prohibition From Participation in Management

No Limited Partner, in that capacity, shall take part in the management or control of the Partnership Business or transact any business for the Partnership nor may any Limited Partner, as such, have the power to sign for or bind the Partnership.

8.4 Maintenance of Limited Liability

The Partnership and the General Partner shall, to the greatest extent possible, endeavour to maintain the limited liability of the Limited Partners under applicable laws of the jurisdictions in which the Partnership carries on or is deemed to carry on business.

8.5 General Partner Liability to Limited Partners

Except for gross negligence or wilful misconduct, the General Partner shall not be liable to the Limited Partners or the Partnership for:

(a) any mistakes or errors in judgment; or

(b) any act or omission reasonably believed in good faith to be within the scope of authority conferred by this Agreement.

8.6 General Partner Indemnity

The General Partner shall indemnify and hold harmless each Limited Partner (including former Limited Partners) from and against all costs incurred and damages suffered by such Limited Partner as a result of a loss of limited liability, other than a loss of limited liability caused by any act or omission of such Limited Partner or as contemplated by Section 8.8, provided that the foregoing indemnification shall be restricted, in respect of each Limited Partner, to the amount in excess of the aggregate of the amounts referred to in Section 8.2. The General Partner shall indemnify and hold harmless the Partnership from and against all costs incurred and damages suffered by the Partnership as a result of gross negligence or wilful misconduct by the General Partner or as a result of any act or omission by the General Partner not reasonably believed in good faith to be within the scope of authority conferred by this Agreement.

8.7 Partnership Indemnity of General Partner Director's and Officers

The Partnership agrees to and shall indemnify and hold harmless the directors and officers of the General Partner from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs, charges and expenses which they may suffer, incur or be liable for, as a result of, arising out of, relating to or connected with such director or officer acting as a director, officer or other representative on behalf of the Partnership, provided that such liabilities, losses, damages, costs, charges or expenses are not a result of the fraud, dishonesty, wilful neglect, wilful default, negligence, breach of trust or breach of duty of the General Partner.

8.8 Acknowledgment of Potential Loss of Limited Liability

The Limited Partners acknowledge that there is a possibility that Limited Partners may lose their limited liability 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.

ARTICLE 9
UNIT CERTIFICATES

9.1 Unit Certificate

The General Partner shall deliver to each Partner a Unit Certificate in such form as may be approved from time to time by the General Partner specifying the number of Units held by such Partner. Each Unit Certificate shall be signed manually by the General Partner or at least one officer or director of the General Partner, if applicable, or by or on behalf of the Registrar and Transfer Agent and any additional signatures may be printed or otherwise mechanically reproduced and, in such event, a Unit Certificate is as valid as if signed manually, notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that such officer or director is stated on the Unit Certificate to hold. A Unit Certificate may be delivered to a Partner entitled thereto by being mailed by prepaid post addressed to the address of such Partners shown in the Register (or in the case of a Unit Certificate in the name of one or more persons, to the person whose name first appears on the Unit Certificate), and none of the Partnership, the General Partner nor the Registrar and Transfer Agent shall be liable for any loss occasioned to any Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

9.2 Lost Unit Certificate

Where a Partner claims that a Unit Certificate representing a Unit recorded in the name of such Partner has been defaced or apparently lost, destroyed or wrongly taken, the General Partner shall cause a new Unit Certificate to be issued in substitution for such Unit Certificate provided that such Partner:

(i) files with the General Partner or Registrar and Transfer Agent a form of proof of loss and, if required by the General Partner, an indemnity bond in a form and in an amount satisfactory to the General Partner to indemnify and hold harmless each of the Partnership, General Partner and Registrar and Transfer Agent from any costs, damages, liabilities or expenses suffered or incurred as a result of or arising out of issuing such new Unit Certificate; and

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

9.3 Registered Holders of Units

Where a Unit is subscribed for by or assigned to two or more persons, or a Unit Certificate is in the name of two or more persons:

(a) the name of each person shall be shown on the Unit Certificate in respect of the Unit;

(b) the Unit shall be presumed by the Partnership to be held jointly;

(c) the Unit Certificate shall be delivered to the person whose name appears first on the Register in respect of the Unit;

(d) amounts distributed by the Partnership in respect of the Unit may be sent to the person whose name appears first on the Register in respect of the Unit or to such one of them as the joint holders direct in writing, and any one of such persons may give effectual receipts for any monies or assets distributed in respect of the Unit with the other of such persons having no further recourse against the Partnership; and

(e) any one of such persons may vote in respect of the Unit as if that person were solely entitled thereto, but if more than one of such persons is present or is represented at a meeting, the person whose name appears first on the Register in respect of the Unit shall alone be entitled to vote in respect thereof.

ARTICLE 10
RESTRICTIONS ON TRANSFER

10.1 Transfer of Interest of General Partner

Except as otherwise provided herein, the General Partner may not sell, assign, transfer or otherwise dispose of its interest in the Partnership as general partner, other than to an affiliate, without the prior approval of the Limited Partners given by Extraordinary Resolution. Any transfer requiring approval as provided herein that is transferred without such approval will not relieve such General Partner of the obligations of such General Partner set forth in this Agreement and any such transferee shall assume the obligations of the General Partner and any restrictions relating to transfers of interests or securities of the General Partner shall apply, with appropriate modifications, to such new General Partner.

10.2 Transfer of Units by Limited Partner

(a) At no time may Units or the beneficial ownership therein be transferred to non-residents of Canada (within the meaning of the Tax Act) or to a partnership that is not a "Canadian partnership" (within the meaning of the Tax Act) and such transfer shall be null and void and the transferor thereof shall be deemed, for all purposes, to be the registered and beneficial holder thereof. Subject to the foregoing, the General Partner shall have the right, in its sole and absolute discretion, to refuse any transfer of Units in whole or in part.

(b) A transferee of Units will not be recognized as a Partner until such time as a Notice to Amend the Certificate is filed with the Registrar which shall, in any event, be no later than the last day of the calendar month following the month in which such transfer is effected and, upon such date, such transferee will automatically become bound and subject to this Agreement without execution of any further instrument, and, without limiting the generality of the foregoing, such transferee shall be deemed to make all of the representations and warranties, covenants and acknowledgements of a Partner pursuant to this Agreement and to grant the power of attorney provided for in Section 18.1 hereof.

(c) In the case of a transfer of less than all of the Units represented by a Unit Certificate (if a Unit Certificate has been issued), a new replacement Unit Certificate for the balance of the Units retained by the transferor also shall be issued.

(d) Neither the General Partner nor the Registrar and Transfer Agent, if any, shall be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Units or any interests therein are subject, to ascertain or inquire whether any sale or transfer of any such Units or interest therein by a Partner or his personal representatives is authorized by such trust, charge, pledge or equity or to recognize any person having any interest therein except for the person recorded as such Partner. No transfer shall relieve the transferor from any obligations to the Partnership incurred prior to the transfer becoming effective. Any transfer of Units made in accordance with the provisions hereof shall be made without charge.

(e) Where a person becomes entitled to a Unit on the incapacity, death or bankruptcy of a Partner, or otherwise by operation of law, in addition to the requirements of Section 10.2 hereof, such entitlement will not be recognized or entered in the register evidencing ownership of the Units until that Person:

(i) has produced evidence satisfactory to the General Partner of such entitlement;

(ii) has acknowledged in writing that he is not a non-resident of Canada (within the meaning of the Tax Act) or, if a partnership, is a "Canadian Partnership" (within the meaning of the Tax Act); and

(iii) has acknowledged in writing that he is bound by the terms of this Agreement.

(f) A Partner may mortgage, pledge or hypothecate a Unit which has been fully paid for as security for a loan to or an obligation of such Partner; however, the General Partner is not obliged to recognize or acknowledge any such mortgage, pledge or hypothecation, and until and unless a Unit is transferred in accordance with this Article 10, only the registered holder of the Unit shall be recognized by the General Partner and all distributions shall be made to such registered holder.

10.3 Ongoing Obligation of Partner

No transfer of a Unit shall relieve the Partner of any obligation that has accrued or was incurred prior to the effective date of such transfer.

10.4 Assignees Who Are Not Substituted Partners

An assignee of a Unit or a person who has become entitled to a Unit by operation of law who has not complied with the provisions of this Agreement has no right to access or be provided with any information with respect to the Partnership Business and has only the rights accorded to such assignees pursuant to the Partnership Act.

ARTICLE 11
TERM

11.1 Term

The Partnership shall continue until the earlier of:

(a) the date on which it is dissolved in accordance with the terms of this Agreement; and

(b) June 30, 2085, unless extended by the Limited Partners by Extraordinary Resolution.

ARTICLE 12
DISSOLUTION AND TERMINATION

12.1 No Dissolution

Notwithstanding any rule of law to the contrary, the Partnership shall not be terminated and dissolved except in the manner provided in this Agreement. Without limiting the generality of the foregoing, other than as set out in Section 12.2, the Partnership shall not be terminated or dissolved by the admission of any new Partner or by the withdrawal, removal, retirement, death, mental incompetence, insolvency, bankruptcy, liquidation, dissolution, winding up or other disability of a Partner.

12.2 Events of Dissolution

The Partnership shall dissolve upon the occurrence of any of the following events:

(a) 120 days following the deemed resignation of the General Partner pursuant to Section 14.1 unless the Limited Partners have by Extraordinary Resolution appointed a new General Partner prior thereto;

(b) any event which makes it unlawful for the Partnership Business to be continued;

(c) the date that an Extraordinary Resolution of the Limited Partners, dissolving the Partnership becomes effective;

(d) the expiration of the term provided in Section 11.1; or

(e) subject to Section 12.1, upon the occurrence of any event that under the laws of the Province of Alberta, causes the dissolution of a limited partnership.

12.3 Liquidating Trustee

Upon dissolution of the Partnership, the liquidating trustee (which will be the General Partner unless the General Partner is unable or unwilling to act, in which event the liquidating trustee shall be a General Partner or such other Person as may be selected by Ordinary Resolution) shall proceed diligently to wind up the affairs of the Partnership and distribute the assets of the Partnership in accordance with Section 12.4. Subject to Section 12.4, the liquidating trustee may manage, control and operate the business and affairs of the Partnership with all of the power and authority of the General Partner. The liquidating trustee shall be paid its reasonable fees and disbursements in carrying out its duties as such. Allocations and distributions shall continue to be made during the period of liquidation in the same manner as before dissolution. The liquidating trustee shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Partnership assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions.

12.4 Distribution of Assets

The liquidating trustee shall settle the Partnership accounts as expeditiously as possible and, in the following order, shall:

(a) sell and liquidate sufficient assets of the Partnership to pay the liabilities of the Partnership (including any amounts payable to the General Partner in reimbursement of expenses as contemplated by Section 7.1 hereof);

(b) place in escrow a cash reserve fund for contingent liabilities, in an amount determined by the liquidating trustee to be appropriate for such reserve fund, to be held for such period as the liquidating trustee regards as reasonable and then to be distributed pursuant to this Section 12.4;

(c) pay to each Limited Partner, for each Unit held by such Limited Partner, an amount equal to the aggregate of all Capital Contributions in respect of outstanding Class B Units divided by the number of Class B Units outstanding;

(d) pay to the Limited Partners any amounts payable pursuant to Section 5.7 that has not been paid;

(e) pay to the General Partner any amounts payable pursuant to Article 7 that has not been paid;

(f) pay to the General Partner any amounts payable pursuant to Section 5.7 that has not been paid; and

(g) distribute the remaining assets to the Partners in accordance with their respective Partnership Interest.

12.5 Type of Distributions

Distributions of assets and payments by the liquidating trustee on dissolution of the Partnership may be satisfied either by the liquidating trustee selling the assets of the Partnership and distributing the proceeds thereof, or by the liquidating trustee distributing assets of the Partnership in specie for the fair market value thereof.

12.6 Reports

Within a reasonable time following the completion of the liquidation of the Partnership's assets, the liquidating trustee shall forward or cause to be forwarded to each of the Partners a statement, with respect to the assets and liabilities of the Partnership as of the date of the completion of the liquidation, and each Partner's share of the distributions pursuant to Section 12.4.

12.7 No Other Right

Except as provided herein, no Limited Partner shall 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. No Partner shall have any right to demand or receive property, other than cash, upon dissolution of the Partnership.

12.8 Final Filing

Upon completion of the liquidation of the Partnership and the distribution of all Partnership assets, the Partnership shall terminate and the liquidating trustee shall execute and record a declaration of dissolution as well as any other documents required to affect the dissolution and termination of the Partnership.

ARTICLE 13
REPRESENTATIONS

13.1 Representations of General Partner

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

(a) is a corporation incorporated under the laws of Alberta and is validly subsisting under such laws;

(b) has and shall maintain the capacity and corporate authority necessary to act as a general partner of the Partnership and to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or result in a breach of any of its constating documents, by-laws or any agreement by which or to which it or any of its property is or may become bound or subject;

(c) will act fairly and in good faith toward the Limited Partners in the conduct of the Partnership Business;

(d) shall obtain and maintain in good standing the registrations necessary for the conduct of its present business and shall obtain (as and when required), hold and continue to maintain all registrations, licenses and permits necessary to carry on its business as the general partner of the Partnership in all jurisdictions where the activities of the Partnership require such licensing or other form of registration of the General Partner;

(e) in the case of the General Partner only, will devote as much time as is reasonably necessary for the conduct and prudent management of the business and affairs of the Partnership; and

(f) is not and shall not become a "non-resident" of Canada within the meaning of the Tax Act.

13.2 Representation of Limited Partners

Each of the Limited Partners severally represents, warrants, covenants and agrees with the Partnership and each other Partner that such Limited Partner:

(a) if a corporation, is duly organized, incorporated, continued or recognized under the laws of the jurisdiction of its organization, incorporation, continuance or recognition, and is validly subsisting under such laws;

(b) has and shall maintain the capacity and, if applicable, corporate authority necessary to be a Limited Partner of the Partnership and to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or result in a breach of any of its constating documents, by-laws or any agreement by which or to which it or any of its property is or may become bound or subject;

(c) is not relying upon, and has not received from any other person, any statement, representation or warranty as to the deductibility by such Limited Partner or by the Partnership of any costs, outlays or expenses made or incurred by such Limited Partner or by the Partnership in computing the income or taxable income of such Limited Partner or the Partnership for purposes of the Tax Act or the income tax legislation of any province, territory or other jurisdiction;

(d) has subscribed for Units as principal in furtherance of its normal business operations and shall provide the General Partner with such evidence regarding its ability to subscribe for Units without having received a prospectus therefor and without registration of such Units under applicable securities legislation as the General Partner may reasonably request;

(e) has made such investigations of the business carried on or proposed to be carried on by the Partnership as it has considered appropriate, has obtained such information with respect thereto as it has considered necessary, and has been, and will continue to be, solely responsible for making its own independent appraisal and assessment of the merits and risks of entering into this Agreement without relying on any other Person in respect thereof;

(f) is not and shall not become a "non-resident" of Canada within the meaning of the Tax Act and if a partnership, is a "Canadian Partnership" within the meaning of the Tax Act; and

(g) shall not transfer its Units in whole or in part in a manner not permitted by this Agreement.

13.3 Survival of Representations

The representations contained in this Article shall survive execution of this Agreement and each party is obligated to ensure the continuing accuracy of each representation made by it throughout the term of the Partnership.

ARTICLE 14
APPOINTMENT OF A SUBSTITUTE GENERAL PARTNER

14.1 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as the General Partner of the Partnership in the event of:

(a) the dissolution of the General Partner;

(b) the bankruptcy, insolvency, dissolution, liquidation or winding up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner); or

(c) the appointment of a trustee, receiver or receiver and manager of the affairs of the General Partner, if a mortgagee or other encumbrancer shall take possession of all of the property or assets beneficially owned by the General Partner or a substantial part thereof, or levy or execution or any similar process shall be levied or enforced against all of the property or assets of the General Partner or a substantial part thereof, in all cases, unless waived by Extraordinary Resolution.

The General Partner shall, to the extent applicable, forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this Section 14.1.

14.2 Resignation

The General Partner may resign as the General Partner at any time on not less than 60 days written notice thereof to the Limited Partners, and in such event, the remaining General Partner, if there is only one, shall be the General Partner; provided that if the General Partner is, at such time, the only General Partner, the General Partner shall not withdraw if the effect thereof would be to dissolve the Partnership or constitute the Partnership a General Partnership, provided that if the Limited Partners shall not have designated a substitute General Partner within 30 days of the notice of resignation from the General Partner, the General Partner may, without any authorization from the Limited Partners, appoint a substitute General Partner who, on the effective date of the resignation of the General Partner, shall become the General Partner hereunder.

14.3 Effective Date of Resignation or Deemed Resignation of General Partner

In the event of the resignation of the General Partner pursuant to Section 14.2 or the deemed resignation of the General Partner pursuant to Section 14.1, such General Partner shall cease to be the General Partner of the Partnership and such resignation or deemed resignation shall be effective upon the admission of a new General Partner to the Partnership (and the filing of an amendment to the Certificate to evidence such fact) or, in the event of there being another General Partner at such time, the expiration of 90 days from the date of the giving of the notice of resignation in the case of Section 14.2 or on the occurrence of the event referred to in Section 14.1, in the case of Section 14.1.

14.4 Consequences of Transfer

Upon the admission of a new General Partner:

(a) the new General Partner, if it is not already a General Partner, shall become a party to this Agreement by signing a counterpart hereof and agreeing to be bound by the terms of this Agreement and to assume the obligations, duties and liabilities of the departing General Partner hereunder as and from the date the new General Partner becomes a party to this Agreement;

(b) the new General Partner will purchase and the departing General Partner will sell its interest in the Partnership (excluding any Units held by the departing General Partner) at a purchase price of one dollar ($1.00);

(c) the departing General Partner will do all things and take all steps to effectively transfer title to all Partnership assets, the records and management of the Partnership and the interest of the departing General Partner in the Partnership to the new General Partner; and

(d) the departing General Partner shall file all amendments to the Certificate and all other documents necessary to record the admission of the new General Partner or qualify or continue the Partnership as a limited partnership.

14.5 Indemnification

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless, and the Limited Partners shall release, the General Partner, its officers, directors, shareholders and employees from any and all costs, damages, liabilities or expenses incurred by the General Partner (as a General Partner) or the Partnership in connection with the Partnership's business or otherwise as a result of or arising out of events occurring after such resignation or removal other than those caused by or derived from any act, omission or conduct of the General Partner occurring after such removal or resignation.

14.6 Continuity of Partnership

In the event of the removal, resignation or deemed resignation of the General Partner, the Partnership Business shall be continued by any new General Partner or remaining General Partner, as the case may be.

ARTICLE 15
MEETINGS

15.1 Consents Without Meeting

The General Partner may secure the consent or agreement of any Limited Partner to any matter requiring such a consent or agreement in writing and such consents or agreements in writing may be used in conjunction with votes given at a meeting of Limited Partners or without a meeting of Limited Partners to secure the necessary consent or agreement hereunder. Any Extraordinary Resolution or Ordinary Resolution where the requisite approval is obtained as aforesaid shall be as valid as if the resolution had been passed at a meeting of Limited Partners and shall be deemed to satisfy all of the requirements of this Agreement relating to meetings of Limited Partners.

15.2 Notice of Meeting

All notices of meetings of Limited Partners will be given to Limited Partners who are registered holders of Units as of the applicable Record Dates, at least 10 and not more than 60 days prior to the meeting. Such notice will specify the time and the place where the meeting is to be held and will specify, in reasonable detail, all matters which are to be the subject of a vote at such meeting and provide sufficient information to enable Limited Partners to make a reasoned judgment on all such matters. It will not be necessary for any such notice to set out the exact text of any resolution proposed to be passed at the meeting provided that the subject matter of any such resolution is fairly set out in the notice or schedule thereto.

15.3 Meetings

The General Partner may call such meetings of the Limited Partners as it considers appropriate and shall call a meeting upon receipt of a written request from Limited Partners holding, in the aggregate, not less than 50% of the outstanding Units (excluding Units held by the General Partner). If the General Partner fails or neglects to call, within 15 days after receipt of such written request, a meeting to be held within 30 days after receipt of such written request then any Limited Partner may call the meeting. Meetings are to be held at the principal place of Partnership Business or such other place in the City of Calgary as the party calling the meeting may designate.

15.4 Chairman

The President of the General Partner or in his absence, any officer of the General Partner, shall be the chairman of all meetings. If no such person is present or all such persons refuse to act, those Limited Partners present in person or represented by proxy at the meeting shall choose, by Ordinary Resolution, some other person present to be chairman.

15.5 Quorum

Subject to the provisions of Section 15.6, a quorum at any meeting of the Limited Partners shall consist of not less than one person present in person and holding or representing by proxy at least 10% of the aggregate number of outstanding Units entitled to vote at the meeting.

15.6 Adjournment

If a quorum referred to in Section 15.5 is not present within 30 minutes from the time fixed for holding any such meeting, the meeting may be adjourned by the chairman of the meeting to a date not more than 10 days later at the same time and place. No notice of the adjourned meeting shall be required. At the adjourned meeting the Limited Partners present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that the number of Units held or represented by them may not be sufficient to constitute a quorum under Section 15.5.

15.7 Voting

Except as otherwise specified in this Agreement, on any question submitted to a meeting, each Limited Partner shall be entitled to one vote for each Unit held and questions shall be decided by Ordinary Resolution. The General Partner shall not be entitled to any voting rights at any meeting of the Limited Partners in their capacity as General Partner.

15.8 Record Date

Notwithstanding anything herein contained, only Limited Partners who are registered as such in the Register on the Record Date for the meeting shall have the right to attend in person or by proxy and to vote on all matters submitted to the meeting.

15.9 Proxies

A Limited Partner may attend any meeting of Limited Partners personally or may be represented thereat by proxy. Votes at meetings of the Limited Partners may be cast personally or by proxy and resolutions shall be passed by a show of hands or, at the request of any Limited Partner, by ballot. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing, or, if the appointor is a corporation, under its seal or by an officer or attorney thereof duly authorized and shall be valid only if it refers to a specific meeting, and then only at the meeting or its adjournments. Any person may be appointed a proxy, whether or not he is a Limited Partner.

15.10 Validity

The chairman of the meeting shall determine the validity of all instruments of proxy to be used at such meeting.

15.11 Proxy Validity

A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incapacity, insolvency, bankruptcy or insanity of the Limited Partner giving the proxy or the revocation of the proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, insanity or revocation shall have been received at the place of meeting prior to the time fixed for holding of the meeting.

15.12 Right to Attend

The General Partner, or if a General Partner is a corporation, the officers and directors of such General Partner, and counsel of the Partnership, shall have the right to attend at any meeting of Limited Partners and to address any such meeting on the matters properly before it. Any counsel for or representative authorized in writing by a Limited Partner may attend at any meeting for or on behalf of such Limited Partner and may address the meeting on the matters properly before it.

15.13 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 shall be determined by Ordinary Resolution.

15.14 Loss of Vote

No Limited Partner who is in default in respect of payment of all or any portion of such Limited Partner's Capital Contribution shall be entitled to vote in respect of any Unit held by such Limited Partner and such Units shall not be considered to be outstanding for the purposes of determining whether the requisite approval has been obtained.

15.15 Waiver of Defaults

In addition to all other powers conferred on them by this Agreement, the Limited Partners may:

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

(b) by Ordinary Resolution require the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of any Limited Partner.

15.16 Minutes

Minutes and proceedings of every meeting of the Partners shall be made and recorded by the General Partner or such other person as may be appointed by the General Partner. Minutes, when signed by the chairman of the meeting, shall be *prima facie* evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made shall be deemed to have been duly held and convened and all proceedings referred to in the minutes shall be deemed to have been duly passed.

15.17 Binding Nature of Resolutions

Any Extraordinary Resolution or Ordinary Resolution shall be binding on all Limited Partners and their respective heirs, executors, administrators or other legal representatives, successors and assigns, 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 against such resolution.

15.18 Powers Exercisable by Extraordinary Resolution

In addition to all of the powers conferred upon them under this Agreement, the Limited Partners by Extraordinary Resolution may:

(a) change the Fiscal Period end of the Partnership;

(b) approve the making of loans to the General Partner or guaranteeing the obligations of the General Partner or any associate or affiliate or any of their respective directors or officers;

(c) increase the amount of the General Partner’s fees or distribution;

(d) extend the term of the Partnership beyond June 30, 2085;

(e) approve the dissolution of the Partnership;

(f) approve the transfer by the General Partner of its interest in the Partnership as a General Partner, as contemplated by Section 10.1 hereof;

(g) approve a new General Partner as contemplated by Section 12.2(a) hereof;

(h) approve the transfer of shares of the General Partner as contemplated by Section 14.2 hereof;

(i) approve any amendment to this Agreement to the extent permitted pursuant to Section 16.2; and

(j) approve of such other matters that pursuant to the terms of this Agreement may be effected or require approval by Extraordinary Resolution.

ARTICLE 16
AMENDMENTS

16.1 Amendments to Limited Partnership Agreement

This Agreement may be amended in writing on the initiative of the General Partner with the approval of the Limited Partners given by an Extraordinary Resolution provided that:

(a) this Article 16 may not be amended;

(b) this Agreement shall not be amended so as to provide for additional Capital Contributions in excess of that provided herein from any Limited Partner without the approval of such Limited Partner; and

(c) this Agreement shall not be amended so as to adversely affect the rights of, or any provision hereof in respect of, the General Partner without the consent of the General Partner.

16.2 Amendments In Discretion of General Partner

Notwithstanding Section 16.2, the General Partner may, without prior notice to or consent from any Limited Partner, amend any provisions of this Agreement from time to time:

(a) for the purpose of adding, amending or deleting provisions of this Agreement which addition, amendment or deletion is, in the opinion of General Partner, acting reasonably, for the protection of or otherwise to the benefit of the Limited Partners; or

(b) to cure an ambiguity or to correct or supplement any provisions contained herein which in the opinion of General Partner, acting reasonably, on the advice of counsel, may be defective or inconsistent with any other provisions contained herein, provided the cure, correction or supplemental provision does not and will not adversely affect the interests of Limited Partners; or

(c) to make such other provisions in regard to matters or questions arising under this Agreement which, in the opinion of the General Partner, acting reasonably, do not and will not adversely affect the interests of the Limited Partners; or

(d) to make such amendments or deletions to take into account the effect of any change in, amendment of or repeal of any applicable legislation, which amendments, in the opinion of the General Partner, acting reasonably, do not and will not adversely affect the interests of the Limited Partners.

16.3 Notice to Limited Partners

Limited Partners shall be notified of the full details of any amendments to this Agreement within 30 days of the effective date of the amendment.

16.4 Limitation On Amendments

Notwithstanding the foregoing or any other provisions to the contrary contained in this Agreement, no amendment of this Agreement shall be adopted if such amendment would: (i) change the Partnership to a General Partnership or an association taxable as a corporation; (ii) change the contractual liability of the General Partner or any Limited Partner hereunder; (iii) allow any Limited Partner to take part in the management or control of the Partnership Business; (iv) change the Partnership Business as set forth in Section 3.1; or (v) change the right of a Limited Partner to vote at any meeting.

ARTICLE 17
NOTICES

17.1 Addresses For Service

(a) Any notice or other written communications which must be given or sent under this Agreement shall be deemed to have been validly given or received the fifth day following its sending by first class mail to the address of the General Partner and the Limited Partners as follows: in the case of the General Partner, at the address specified in Section 2.3 or any other new address following a change of address in conformity with Section 17.1(b) below, and in the case of the Limited Partners to the postal address inscribed in the Register of the Limited Partners.

(b) A Limited Partner may, at any time, change such Limited Partner's address for the purposes of service by written notice to the General Partner or to such other person as is then the Registrar and Transfer Agent for the Partnership. The General Partner may change its address for the purposes of service by written notice to all the Limited Partners and to the Registrar and Transfer Agent, if any.

(c) In the event of any disruption, strike or interruption in the Canadian postal service after mailing and before receipt or deemed receipt of a document, it will be deemed to have been received on the sixth business day following full resumption of the Canadian postal service. If the party giving any notice or other written 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 telecopier or other electronic means of communication or, in the case of communication to the Limited Partners, by publication once in the Calgary Herald or, if such publication is impracticable, by publication once in any newspaper(s) published in the English language having general circulation in Calgary and Toronto.

(d) Notices may also be validly given by way of telecopier or other electronic means of communication or hand deliveries whereupon they shall be deemed to have been received on the date of their transmittal (if on a business day during normal business hours of the recipient and, if not, on the next business day) or on the date of delivery as the case may be.

(e) An accidental omission in the giving of, or failure to give, a notice required by this Agreement will not invalidate or affect in any way the legality of any meeting or other proceedings in respect of which such notice was or was intended to be given.

ARTICLE 18
POWER OF ATTORNEY

18.1 Power of Attorney

Each Limited Partner hereby grants to the General Partner, its successors and assigns, a power of attorney constituting the General Partner, with full power of substitution, as the Limited Partner's true and lawful attorney and agent, with full power and authority, in the Limited Partner's name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, and record or file, as the case may be, as and where required:

(a) this Agreement, any amendment to this Agreement, the Certificate, any amendment to the Certificate or any other certificate or instrument which the General Partner deems necessary or appropriate to qualify, continue the qualification of, or keep in good standing, the Partnership in, or otherwise comply with the laws of, the Province of Alberta or any other jurisdiction wherein the Partnership may carry on or be deemed to carry on business, or the General Partner may deem it prudent to register the Partnership, in order to maintain the limited liability of the Limited Partners or to comply with applicable laws;

(b) any certificate or other instrument which the General Partner deems necessary or appropriate to reflect any amendment, change or modification of the Partnership in accordance with the terms of this Agreement;

(c) any certificate or other instrument which the General Partner deems necessary or appropriate to comply with the laws of Canada or any political subdivision of Canada;

(d) any conveyance or other instrument which the General Partner deems necessary or appropriate to reflect or in connection with the dissolution or termination of the Partnership pursuant to the terms of this Agreement;

(e) any instrument required in connection with any election, designation or determination relating to the Partnership under the Tax Act or other fiscal legislation;

(f) any documents which the General Partner deems necessary or appropriate to be filed in connection with the business, assets or undertaking of the Partnership or this Agreement;

(g) any document required to be filed with any governmental body, agency or authority in connection with the business, assets or undertaking of the Partnership or this Agreement;

(h) any application for any grant, incentive or credit under any federal or provincial program with respect to any activity of the Partnership;

(i) any transfer forms or other certificate or instrument on behalf of or in the name of whomsoever as may be necessary to effect the transfer of any Unit in accordance with the terms of this Agreement; and

(j) any other document or instrument on behalf of and in the name of the Partnership or the Limited Partner as may be required to give effect to this Agreement.

The power of attorney granted hereby is irrevocable, is a power coupled with an interest, shall survive the assignment by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and shall survive the death, bankruptcy or incapacity of the Limited Partner and shall extend to bind the heirs, executors, administrators, personal representatives, successors and assigns of the Limited Partner. Each Limited Partner agrees to be bound by any representation or action made or taken by the General Partner pursuant to this power of attorney and hereby waives any and all defences that may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under this power of attorney.

ARTICLE 19
MISCELLANEOUS

19.1 Governing Law

The General Partner and the Limited Partners agree that this Agreement and all documents relating thereto, which by common accord have been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

19.2 Counterpart Signatures

This Agreement may be executed in as many counterparts as are deemed necessary by the General Partner, and when so executed, each such counterpart is as valid and binding on all parties hereto as every other such counterpart.

19.3 Provisions Severable

Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held illegal or invalid, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those to which it is held illegal or invalid, shall not be affected thereby.

19.4 Further Assurances

Each party hereto agrees to do all such things and take all such actions as may be necessary to give full force and effect to the matters contemplated by this Agreement.

19.5 Time

Time shall be of the essence hereof.

19.6 Limited Partner not a General Partner

If any provision of this Agreement has the effect of imposing or subjecting any Limited Partner to any debts, liabilities or obligations in excess of those amounts referred to in Section 8.2, or otherwise results in the Limited Partner becoming a general partner, such provision shall be of no force or effect.

19.7 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their successors and assigns.

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

CCS OPERATIONS GP INC.

Per: ______________________________

CCS HOLDING TRUST, by its trustee, CCS Inc.

Per: ______________________________

SCHEDULE A

UNIT CERTIFICATE

UNIT CERTIFICATE NO. ______________________ ____________________________ UNITS

CCS OPERATIONS LIMITED PARTNERSHIP
(a limited partnership formed under the laws of the Province of Alberta)

This is to certify that ____ is the registered holder of the above-stated number of _________________units (the "**Units**") in CCS OPERATIONS LIMITED PARTNERSHIP (the "**Partnership**").

The rights of a holder of Units are governed by an agreement made as of June 28, 2005, with respect to the Partnership, as amended or supplemented thereafter (the "**Partnership Agreement**"). The liability of the holder of this Certificate is limited. Limited Partners may lose the protection of limited liability by taking part in the control of the Partnership Business or may be liable to third parties as a result of false statements in the public filings made pursuant to the *Partnership Act* (Alberta) and applicable legislation of the Canadian provinces and territories other than the Province of Alberta. There is also a possibility for unlimited liability 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.

The units represented by this Certificate and distributions to which the holder of this Certificate may be entitled as a Limited Partner have been assigned, as security, to the Partnership in accordance with the Partnership Agreement. The Units are non-negotiable and the transfer, hypothecation, pledge or assignment of Units is restricted pursuant to the Partnership Agreement.

Capitalized terms herein shall have the meanings ascribed to them in the Partnership Agreement.

This Certificate is not valid unless manually countersigned by the authorized representative of the Registrar and Transfer Agent for the Partnership.

IN WITNESS WHEREOF, CCS Operations GP Inc., the General Partner of the Partnership, has caused this Certificate to be signed by its duly authorized officer.

DATED: ______________________________

CCS OPERATIONS LIMITED PARTNERSHIP,
by its General Partner, CCS Operations GP Inc.

Per: ____