



Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

Pieridae Energy Limited

820396-2

PÉTROLIA INC.

1043269-5

Corporate name(s) of CBCA applicants / Dénomination(s)
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou
des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Director / Directeur

2017-10-24

Date of Arrangement (YYYY-MM-DD)

Date de l'arrangement (AAAA-MM-JJ)



Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)

1 - Name of the applicant corporation(s) PETROLIA INC. Pieridae Energy Limited	Corporation number 1043269-5 820396-2
2 - Name of the corporation(s) the articles of which are amended, if applicable Pieridae Energy Limited	Corporation number 1034122-3
3 - Name of the corporation(s) created by amalgamation, if applicable Pieridae Energy Limited	Corporation number 10341223
4 - Name of the dissolved corporation(s), if applicable	Corporation number
5 - Name of the other bodies corporate involved, if applicable	Corporation number or jurisdiction
6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected. SEE ATTACHED SCHEDULE "A"	
<p>In accordance with the plan of arrangement,</p> <p><input checked="" type="checkbox"/> a. the articles of the corporation(s) indicated in item 2, are amended. If the amendment includes a name change, indicate the change below:</p> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <p><input checked="" type="checkbox"/> b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number):</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> PETROLIA INC., Corporation No. 1043269-5 Pieridae Energy Limited, Corporation No. 820396-2 </div> <p><input type="checkbox"/> c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:</p> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div>	
7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.	
Signature: Print name: <u>Alfred Sorenson</u>	
Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).	

OCT 24 2017

Schedule "A"
to Articles of Arrangement

PIERIDAE ENERGY LIMITED
(the "Corporation")

1. Corporate name of the amalgamated corporation
Pieridae Energy Limited
2. The province or territory in Canada where the registered office is situated
Quebec
3. The classes and any maximum number of shares that the corporation is authorized to issue
An unlimited number of common shares
4. Restrictions, if any, on share transfers
None
5. Minimum and maximum number of directors
A minimum of three (3) and a maximum of eleven (11)
6. Restrictions, if any, on the business the corporation may carry on
None
7. Other provisions, if any
The directors of the corporation may appoint one or more additional directors of the corporation, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders of the corporation, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders of the corporation.

**SUPERIOR COURT
(Commercial Division)**

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

N°: 200-11-024117-171

DATE: October 16, 2017

PRESIDING: THE HONOURABLE MARIE-PAULE GAGNON, J.S.C.

IN THE MATTER OF A PROPOSED ARRANGEMENT CONCERNING:

PÉTROLIA INC.

-and-

PIERIDAE ENERGY LIMITED

Petitioners

-and-

HOLDERS OF COMMON SHARES of PÉTROLIA INC.

-and-

HOLDERS OF OPTIONS to acquire Common Shares of PÉTROLIA INC.

-and-

HOLDERS OF WARRANTS to acquire Common Shares of PÉTROLIA INC.

-and-

HOLDERS OF COMMON SHARES of PIERIDAE ENERGY LIMITED

-and-

HOLDERS OF OPTIONS to acquire Common Shares of PIERIDAE ENERGY LIMITED

-and-

THE DIRECTOR UNDER THE CANADA BUSINESS CORPORATIONS ACT

Impleaded Parties

JUDGMENT

- [1] GIVEN the Amended Motion for Interim and Final Orders Regarding the Approval of an Arrangement (the "Amended Motion") of Petitioners Pétrolia inc. ("Pétrolia") and Pieridae Energy Limited ("Pieridae") pursuant to the Canadian Business Corporations Act (the "CBCA"), the exhibits and the affidavits filed in support thereof;
- [2] GIVEN the affidavits of Mr. Myron A. Tétreault and Mr. Alfred Sorensen (the "Affidavits") and the exhibits in support of the present Final Order (the "Final Order");
- [3] GIVEN that this Court is satisfied that the Director appointed pursuant to the CBCA has been duly notified with the Amended Motion and has confirmed in writing that he would not appear or be heard on the Amended Motion¹;
- [4] GIVEN that this Court is satisfied that Pétrolia has been continued under the CBCA and is therefore a valid applicant along with Pieridae in accordance with the terms of Section 192 CBCA²;
- [5] GIVEN the representations of attorneys for Pétrolia and Pieridae;
- [6] GIVEN the provisions of the CBCA;
- [7] GIVEN the Order rendered by this Court on June 27, 2017 (the "Interim Order");
- [8] GIVEN the Fairness opinions³;
- [9] GIVEN that the Pétrolia Board of Directors, after careful consideration, reviewing relevant factors and information, after consultation with various professionals, determined unanimously that: i) the Arrangement is in the best interests of Pétrolia and the Pétrolia Shareholders ii) the Arrangement is fair from a financial point of view and iii) the Arrangement shall be approved and recommended to Pétrolia Shareholders;
- [10] GIVEN that the Pieridae Board of Directors, after careful consideration, reviewing relevant factors and information, after consultation with various professionals, determined unanimously that i) the Arrangement is in the best interests of

¹ Exhibit P-29.

² Exhibits P-20 and P-22.

³ Exhibit P-2a, schedule D for Pétrolia (dated May 26, 2017 and August 21, 2017); Exhibit P-2a, schedule E for Pieridae (dated June 20, 2017 and August 21, 2017).

Pieridae and the Pieridae Shareholders ii) the Arrangement is fair from a financial point of view and iii) the Arrangement shall be approved and recommended to Pieridae Shareholders;

- [11] GIVEN that Pétrolia and Pieridae have complied with the terms of the Interim Order;
- [12] GIVEN that Joint Information Circular⁴ fully discloses the nature and the details of the Arrangement;
- [13] GIVEN that Pieridae shareholders (74,96% of shares voted) have unanimously approved the proposed Arrangement⁵;
- [14] GIVEN that Pétrolia shareholders (42,61% of shares voted) have overwhelmingly approved the proposed Arrangement at 97,53%⁶;
- [15] GIVEN that, pursuant to the terms of the Interim Order, no Notice of Appearance and/or Contestation was filed by any person in connection with the hearing for a Final Order;
- [16] GIVEN that, pursuant to the terms of the Interim Order, the CBCA and the Plan of Arrangement, as duly amended from time to time, no Dissent Rights have been exercised by any person in connection with the Arrangement;
- [17] GIVEN that Pétrolia, following the Reduction of the Stated Capital Resolution and its execution, complies with the solvency tests of Section 192 CBCA⁷;
- [18] GIVEN the Pétrolia share price as of October 11, 2017⁸;
- [19] GIVEN that this Court has previously been advised that it is the intention of the Petitioners to rely on its approval of the Arrangement referenced in this Order as the basis for a claim to an exemption from the registration requirements of the United States Securities Act of 1933, as amended, provided by Section 3(a)(10) thereof;
- [20] GIVEN that this Court is satisfied, relying on the evidence, that the Arrangement, including the terms and conditions thereof, conforms with the requirements of the CBCA, has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged, and is substantively and procedurally fair and reasonable to holders of Pétrolia and Pieridae securities;

⁴ Exhibit P-2a.

⁵ Exhibit P-18.

⁶ Exhibit P-21.

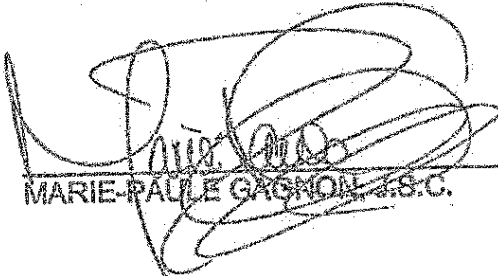
⁷ Exhibit P-20 and Exhibit P-2a, p. 41 (English version).

⁸ Exhibit P-32.

FOR THESE REASONS, THE COURT:

- [21] **GRANTS** the Final Order sought in the Amended Motion;
- [22] **DECLARES** that the service of the present Amended Motion has been made in accordance with the Interim Order, is valid and sufficient and amounts to valid service of same, notwithstanding that the mailing of the materials to U.S.-based recipients was made 8 days after TSX-V approval (rather than 7 days);
- [23] **DECLARES** that the Arrangement has been duly adopted in accordance with the Interim Order;
- [24] **DECLARES** that the Arrangement conforms with the requirements of the CBCA, has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged, and is fair and reasonable;
- [25] **DECLARES** that the Arrangement is hereby approved and ratified;
- [26] **ORDERS** that the Arrangement, as it may be amended in accordance with Section 140 d) of the Interim Order and/or in accordance with the following:
- a) The insertion into the Plan of Arrangement of the description of the rights, privileges, restrictions and conditions of the share capital of Amalco, such description being identical to that set out in Schedule 1 to Appendix 1 of Schedule A-1 of the Circular and having been erroneously omitted from the Plan of Arrangement;
 - b) In order to comply with all requirements of the TSXV with respect to the delays applicable to the declaration and payment of the Pétrolia dividend;
- shall take effect in accordance with the terms of the Arrangement upon receipt of the Certificate of Amendment pursuant to Section 192 of the CBCA giving effect to the Arrangement;
- [27] **ORDERS** that – upon previously being advised that it is the intention of the Petitioners to rely on this Court's approval of the Arrangement referenced in this Order as the basis for a claim to an exemption from the registration requirements of the United States Securities Act of 1933, as amended, provided by Section 3(a)(10) thereof – the Arrangement is substantively and procedurally fair and reasonable with respect to the issuance, exchange or distribution of the securities pursuant to the Arrangement referenced in this Final Order;
- [28] **ORDERS** the provisional execution of the Final Order notwithstanding any appeal therefrom and without the necessity of furnishing any security;

- [29] **DECLARES** that this Court shall remain seized of this matter to resolve any difficulty which may arise in relation to, or in connection with the implementation of the Arrangement;
- [30] **ORDERS** that the Petitioners shall be entitled, subject to and in compliance with the Arrangement Agreement, at any time to seek leave to vary the Final Order, to seek advice and direction of this Court as to the implementation of the Arrangement or the Final Order, or to apply for such future orders as may be appropriate;
- [31] **DECLARES** that this Final Order shall have full force and effect in all other Provinces and Territories of Canada and shall be enforced in the courts of each of the other Provinces and Territories of Canada in the same manner in all respects as if this Final Order had been made by the Court enforcing it;
- [32] **ORDERS** that this Court respectfully seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body constituted pursuant to the Parliament of Canada or the legislature of any province, as well as any court or any judicial, regulatory or administrative body of the United States of America or elsewhere, to act in aid of and to assist this Court in carrying out the terms of this Final Order;
- [33] Without cost.



MARIE-PAULE GAGNON J.S.C.

M^e Anne-Marie Bonin Lavoie
M^e Kimberley Okell
M^e Patrick Goudreau
DS AVOCATS CANADA S.E.N.C.R.L., S.R.L.
Casier 190

M^e Nicholas Scheib
ÉTUDE LÉGALE SCHEIB
600, Maisonneuve West, suite 1700
Montreal (Quebec) H3A 3J2

For Pétrolia inc.

M^e Gary Rivard
BCF AVOCATS D'AFFAIRES
Casier 12

For Pleridae Energy Limited

Hearing date: October 11, 2017

PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT

PURSUANT TO THE ARRANGEMENT AGREEMENT DATED
MAY 15, 2017 BETWEEN PÉTROLIA INC. AND
PIERIDAE ENERGY LIMITED, AS AMENDED ON
JUNE 28, 2017, JULY 21, 2017, AUGUST 24, 2017 AND OCTOBER 16, 2017

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

"Amalco" means the corporation to be constituted upon completion of the Arrangement to be named "Pieridae Energy Limited" or such other name as Pétrolia and Pieridae may determine;

"Amalco Pétrolia Option" has the meaning ascribed thereto in Subsection 3.1(h)(xiv)(B);

"Amalco Pétrolia Warrants" means the share purchase warrants of Amalco to be issued pursuant to the Arrangement in replacement of the outstanding Pétrolia Warrants, each entitling the holder to purchase one (1) Amalco Share at a price of \$6.48 per Amalco Share until an expiry date of November 5, 2018, in accordance with its terms;

"Amalco Pieridae Options" has the meaning ascribed thereto in Subsection 3.1(h)(xiv)(E);

"Amalco Securities" means, collectively, the Amalco Shares, the Amalco Pétrolia Options, the Amalco Pétrolia Warrants and the Amalco Pieridae Options;

"Amalco Shares" means common shares in the capital of Amalco;

"Amalgamating Corporations" means Pieridae and Pétrolia;

"Arrangement", "herein", "hereof", "hereunder" and similar expressions mean and refer to the arrangement involving Pétrolia, the Pétrolia Shareholders, the Pétrolia Optionholders, the Pétrolia Warrantholders, Pieridae, the Pieridae Shareholders and the Pieridae Optionholders pursuant to Section 192 of the CBCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"Arrangement Agreement" means the arrangement agreement dated May 15, 2017 between Pieridae and Pétrolia with respect to the Arrangement, and all amendments and restatements thereto;

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement;

"Business Day" means any day other than a Saturday, Sunday or day when banks in the City of Calgary, Alberta or the City of Montréal are not generally open for business;

"CBCA" means the Canada Business Corporations Act, R.S.C., 1985, c. C-44, and includes any regulations thereto or hereafter promulgated thereunder;

"Certificate of Arrangement" means the certificate or other confirmation of filing to be issued by the Director pursuant to Section 262 of the CBCA giving effect to the Arrangement;

"Closing" means the closing of the Arrangement;

"Court" means the Superior Court of Québec;

"Depository" means Computershare Trust Company of Canada;

"Director" means the Director appointed under Section 260 of the CBCA;

"Effective Date" means the date on which the Arrangement becomes effective in accordance with the terms of the Arrangement Agreement;

"Effective Time" means 12:01 a.m. (Mountain Time) on the Effective Date or such other time on the Effective Date as Pétrolia and Pieridae may agree upon in writing;

"Final Order" means the final order of the Court pursuant to Section 192 of the CBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, approving the Arrangement;

"Income Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), and includes any regulations thereto or hereafter promulgated thereunder;

"Interim Order" means an interim order of the Court concerning the Arrangement and providing for, among other things, the calling and holding of the Pétrolia Meeting and the Pieridae Meeting;

"In-the-Money Amount" in respect of a Pétrolia Option or a Pieridae Option means the amount, if any, by which the aggregate fair market value at a particular time of the Pétrolia Shares or the Pieridae Shares, as the case may be, subject to the option, exceeds the aggregate exercise price of the relevant option at that particular time;

"Letter of Transmittal" means a Pétrolia Letter of Transmittal or a Pieridae Letter of Transmittal, as applicable;

"Option Group" means the Pétrolia Options or the Pieridae Options, as the case may be, granted at any particular time on identical terms, including without limitation the same exercise price, vesting period and expiry date;

"Pétrolia" means Pétrolia Inc., a corporation continued under the CBCA;

"Pétrolia Arrangement Resolution" means the special resolution of Pétrolia Shareholders to approve the Arrangement to be considered at the Pétrolia Meeting;

"Pétrolia Dissent Rights" means the rights of a registered Pétrolia Shareholder to dissent to the Pétrolia Arrangement Resolution, pursuant to the CBCA, and to be paid the fair value of such securities in respect of which the holder dissents, all in accordance with the Interim Order and Section 4.1 hereof;

"Pétrolia Dissenting Shareholder" means a registered Pétrolia Shareholder who dissents in respect of the Arrangement in strict compliance with the Interim Order and Section 4.1 hereof;

"Pétrolia Dividend Declaration Date" means the date which is five (5) Business Days prior to the Effective Date;

"Pétrolia Dividend Record Date" means the date which is two (2) Business Days prior to the Effective Date;

"Pétrolia Letter of Transmittal" means a letter of transmittal to be used by holders of Pétrolia Shares for the purpose of surrendering certificates representing Pétrolia Shares and exchanging them for certificates representing Amalco Shares;

"Pétrolia Meeting" means the annual general and special meeting of the Pétrolia Shareholders to be called to, among other things, consider and, if thought fit, authorize, approve and adopt the Pétrolia Arrangement Resolution in accordance with the Interim Order and any adjournments thereof;

"Pétrolia Options" means the outstanding stock options of Pétrolia, each entitling the holder to purchase one (1) Pétrolia Share upon exercise thereof, in accordance with its terms;

"Pétrolia Optionholders" means the holders, from time, to time of Pétrolia Options;

"Pétrolia Securities" means the Pétrolia Shares, the Pétrolia Options, the Replacement Pétrolia Options and the Pétrolia Warrants;

"Pétrolia Securityholders" means the holders, from time to time, of Pétrolia Securities;

"Pétrolia Shares" means the common shares in the capital of Pétrolia;

"Pétrolia Shareholders" means the holders, from time to time, of Pétrolia Shares;

"Pétrolia Stock Option Plan" means the current incentive stock option plan of Pétrolia;

"Pétrolia Warrantholders" means the holders, from time to time, of Pétrolia Warrants;

"Pétrolia Warrants" means the share purchase warrants of Pétrolia, each entitling the holder to purchase one (1) Pétrolia Share upon exercise thereof, in accordance with its terms;

"Pieridae" means Pieridae Energy Limited, a corporation incorporated under the CBCA;

"Pieridae Arrangement Resolution" means the special resolution of Pieridae Shareholders to approve the Arrangement to be considered at the Pieridae Meeting;

"Pieridae Dissent Rights" means the rights of a registered Pieridae Shareholder to dissent to the Pieridae Arrangement Resolution, pursuant to the CBCA, and to be paid for the fair value of such securities in respect of the Arrangement in strict compliance with the Interim Order and Section 4.2 hereof;

"Pieridae Dissenting Shareholder" means a registered Pieridae Shareholder who dissents in respect of the Arrangement in strict compliance with the Interim Order and Section 4.2 hereof;

"Pieridae Letter of Transmittal" means a letter of transmittal to be used by holders of Pieridae Shares for the purpose of surrendering certificates representing Pieridae Shares and exchanging them for certificates representing Amalco Shares;

"Pieridae Meeting" means the annual general and special meeting of the Pieridae Shareholders to be called to, among other things, consider and, if thought fit, authorize, approve and adopt the Pieridae Arrangement Resolution in accordance with the Interim Order and any adjournments thereof;

"Pieridae Options" means the outstanding stock options of Pieridae, each entitling the holder to purchase one (1) Pieridae Share upon exercise thereof, in accordance with its terms;

"Pieridae Optionholders" means the holders, from time to time, of Pieridae Options;

"Pieridae Securities" means, collectively, the Pieridae Shares and the Pieridae Options;

"Pieridae Securityholders" means the holders, from time to time, of Pieridae Securities;

"Pieridae Shareholders" means the holders, from time to time, of Pieridae Shares;

"Pieridae Shares" means the common shares in the capital of Pieridae;

"Plan of Arrangement" or "Plan" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 6 of the Arrangement Agreement; and

"Replacement Pétrolia Options" has the meaning ascribed thereto in Subsection 3.1(e).

1.2 Headings

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith. References herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

1.3 Number

In this Plan of Arrangement, unless something in the context is inconsistent therewith, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Time for taking action

In the event that the date on which any action is required to be taken hereunder by any of the parties hereto 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.

ARTICLE 2 GOVERNING AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Binding Effect

The Articles of Arrangement and Certificate of Arrangement shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3 ARRANGEMENT

3.1 The Arrangement

Commencing at the times set forth below, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise expressly provided herein:

Commencing on the Pétrolia Dividend Declaration Date:

- (a) a dividend shall be declared by Pétrolia to Pétrolia Shareholders as of the Pétrolia Dividend Record Date, other than Pétrolia Dissenting Shareholders, in the aggregate amount of \$9,012,002, equal to \$0.0831 per Pétrolia Share based on 108,399,683 issued and outstanding Pétrolia Shares, and to be paid out on the Effective Date;

Commencing at the Effective Time:

- (b) the dividend described above in Section 3.1(a) above shall be paid out to Pétrolia Shareholders as of the Pétrolia Dividend Record Date, other than Pétrolia Dissenting Shareholders;
- (c) each Pétrolia Share held by a Pétrolia Dissenting Shareholder who has validly exercised such Pétrolia Dissenting Shareholder's Pétrolia Dissent Rights and which rights remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Amalco free and clear of all liens and cancelled as of the Effective Time, and such Pétrolia Dissenting Shareholder shall cease to have any rights as a Pétrolia Shareholder other than the right to be paid by Pétrolia the fair value of such Pétrolia Share in accordance with the Pétrolia Dissent Rights;
- (d) each Pieridae Share held by a Pieridae Dissenting Shareholder who has validly exercised such Pieridae Dissenting Shareholder's Pieridae Dissent Rights and which rights remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Amalco free and clear of all liens and cancelled as of the Effective Time, and such Pieridae Dissenting Shareholder shall cease to have any rights as a Pieridae Shareholder other than the right to be paid by Pieridae the fair value of such Pieridae Share in accordance with the Pieridae Dissent Rights;
- (e) the issued and outstanding Pétrolia Shares shall be consolidated on the basis of one (1) post-consolidation Pétrolia Share for every twelve (12) pre-consolidation Pétrolia Shares; provided that, if the foregoing would result in the issuance of a fractional Pétrolia Share, the number of Pétrolia Shares issued to such holder shall be rounded up to the next greater whole number of Pétrolia Shares if the fractional entitlement is equal to or greater

than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Pétrolia Shares, if the fractional entitlement is less than 0.5;

- (f) for each Option Group, each Pétrolia Option of that particular Option Group (whether vested or unvested) shall without further action on the part of any Pétrolia Optionholder, be exchanged for options ("Replacement Pétrolia Options") entitling the Pétrolia Optionholder to receive from Pétrolia, upon the due exercise of Replacement Pétrolia Options (including without limitation, payment of the exercise price thereof), the number of Pétrolia Shares equal to the number of Pétrolia Shares subject to the Pétrolia Options immediately before the Effective Time divided by 12, provided that if the foregoing would result in the issuance of a fraction of a Pétrolia Share on the exercise of the Replacement Pétrolia Options, then the number of Pétrolia Shares otherwise issued shall be rounded down, without any additional compensation, to the nearest whole number of Pétrolia Shares. For each Pétrolia Optionholder, the exercise price per Pétrolia Share subject to the Replacement Pétrolia Options shall be, with any modifications that the circumstances require to preserve the In-the-Money Amount, an amount equal to the product of: (A) the exercise price per Pétrolia Share subject to each Pétrolia Option included in that particular Option Group and (B) 12, provided that the exercise price payable on any particular exercise of a Replacement Pétrolia Option shall be rounded up to the nearest whole cent. All terms and conditions of a Replacement Pétrolia Option, including the term to expiry, vesting and conditions to and manner of exercising, will be the same as the Pétrolia Option for which it was exchanged, and shall be governed by the terms of Pétrolia Stock Option Plan and any document evidencing a Pétrolia Option shall thereafter evidence and be deemed to evidence such Replacement Pétrolia Option. It is intended that subsection 7(1.4) of the Income Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Replacement Pétrolia Option will be increased such that the In-the-Money Amount of the Replacement Pétrolia Option immediately after the exchange does not exceed the In-the-Money Amount of the Pétrolia Option immediately before the exchange;
- (g) the issued and outstanding Pétrolia Warrants shall be consolidated on the basis of one (1) post-consolidation Pétrolia Warrant for every twelve (12) pre-consolidation Pétrolia Warrants; provided that, if the foregoing would result in the issuance of a fractional Pétrolia Warrant, then the number of Pétrolia Warrants otherwise issued shall, without any additional compensation, be rounded down to the nearest whole number of Pétrolia Warrants;
- (h) Pétrolia and Pieridae shall be amalgamated and continued as one corporation under the CECA to form Amalco in accordance with the following:
- (i) Name. The name of Amalco shall be "Pieridae Energy Limited";
 - (ii) Registered Office. The registered office of Amalco shall be located at the offices of Pétrolia;
 - (iii) Share Provisions. Amalco shall be authorized to issue an unlimited number of Amalco Shares with the rights, privileges, restrictions and conditions set out in Appendix I hereto;
 - (iv) Restrictions on Share Transfer. None;

(v) Other Rules or Provisions.

- (A) Appointments of Directors. The directors of Amalco may appoint one or more additional directors of Amalco, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders of Amalco, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders of Amalco;

(vi) Directors and Officers.

- (A) Minimum and Maximum. The directors of Amalco shall, until otherwise changed in accordance with the CBCA, consist of a minimum number of three (3) directors and a maximum number of eleven (11) directors;
- (B) Initial Directors. The initial directors of Amalco shall be Myron Tetreault, Charles Boulanger, Alfred Sorensen, Andrew Judson and Matthew Rees; and
- (C) Initial Officers. The initial officers of Amalco shall be Alfred Sorensen (Chief Executive Officer), Mario Racicot (Chief Financial Officer), Martin Belanger (President -- Production), Thomas Dawson (President -- LNG) and Thomas Ciz (Corporate Secretary);

- (vii) Business and Powers. There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

- (viii) Stated Capital. For the purposes of the CBCA, the aggregate stated capital attributable to the Amalco Shares issued pursuant to the Arrangement shall be the aggregate of the paid-up capital for the purposes of the Income Tax Act of the Pétrolia Shares and the Pieridae Shares outstanding immediately before the amalgamation;

- (ix) By-laws. The by-laws of Amalco shall be the by-laws of Pétrolia, *mutatis mutandis*;

- (x) Stock Option Plan. The Pétrolia Stock Option Plan shall become the stock option plan of Amalco, *mutatis mutandis*;

(xi) Effect of Amalgamation:

- (A) all of the property of each Amalgamating Corporation shall be the property of Amalco;
- (B) Amalco shall be liable for all of the obligations of each Amalgamating Corporation (other than an amount owing by an Amalgamating Corporation to another Amalgamating Corporation);
- (C) any existing cause of action, claim or liability to prosecution of an Amalgamating Corporation shall be unaffected;

- (D) any civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against Amalco; and
- (E) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco;
- (xii) Articles. The Articles of Arrangement filed shall be deemed to be the articles of amalgamation of Amalco and the Certificate of Arrangement issued in respect of such Articles of Arrangement by the Director under the CBCA which gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of Amalco;
- (xiii) Inconsistency with Laws. To the extent any provision of this Plan of Arrangement is deemed to be inconsistent with applicable laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency; and
- (xiv) Exchange and Cancellation of Securities. On, and because of, the amalgamation:
 - (A) each issued and outstanding Pétrolia Share shall be cancelled and in consideration therefor the holders of Pétrolia Shares shall receive one (1) fully paid and non-assessable Amalco Share in respect of each one (1) Pétrolia Shares so cancelled;
 - (B) each Replacement Pétrolia Option (whether vested or unvested) shall, without further action on the part of any holder of a Replacement Pétrolia Option, be exchanged for an option (each, an "Amalco Pétrolia Option") entitling the holder to receive from Amalco, upon the due exercise of such Amalco Pétrolia Option (including without limitation, payment of the exercise price thereof), the number of Amalco Shares equal to the number of Pétrolia Shares subject to the Replacement Pétrolia Option immediately before the Effective Time. The exercise price per Amalco Share subject to the Amalco Pétrolia Option shall be an amount equal the exercise price per Pétrolia Share subject to such Replacement Pétrolia Option immediately prior to the Effective Time. All terms and conditions of a Amalco Pétrolia Option, including the term to expiry, vesting and conditions to and manner of exercising, will be the same as the Replacement Pétrolia Option for which it was exchanged, and shall be governed by the terms of the Pétrolia Stock Option Plan that shall become the stock option plan of Amalco and any document evidencing a Replacement Pétrolia Option shall thereafter evidence and be deemed to evidence such Amalco Pétrolia Option. It is intended that subsection 7(1.4) of the Income Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Amalco Pétrolia Option will be increased such that the In-The-Money Amount of the Amalco Pétrolia Option immediately after the exchange does not exceed the In-The-Money Amount of the Replacement Pétrolia Option immediately before the exchange;
 - (C) each issued and outstanding Pétrolia Warrant shall be cancelled and in consideration therefor the holders of Pétrolia Warrants shall receive one

(1) Amalco Pétrolia Warrant in respect of each one (1) Pétrolia Warrant so cancelled;

(D) each issued and outstanding Pieridae Share shall be cancelled and in consideration therefor the holders of Pieridae Shares shall receive 2.2057526 fully paid and non-assessable Amalco Shares in respect of each Pieridae Share so cancelled, such exchange ratio being based on the following calculation:

$$\frac{X}{Y}$$

where:

X = \$12.50, being the value attributed to each issued and outstanding Pieridae Share (on a fully diluted basis) in connection with the Arrangement; and

Y = \$5.667, being the value attributed to each issued and outstanding Pétrolia Share (on a fully diluted basis) in connection with the Arrangement, after giving effect to the consolidations as contemplated by Subsections 3.1(e), 3.1(f) and 3.1(g) hereof,

and for the purposes of this Subsection 3.1(h)(xiv)(D), the expression "on a fully diluted basis" refers to the total number of Pieridae Shares and Pétrolia Shares, as applicable, that would be outstanding if all possible sources of conversion, such as options, warrants, debentures, bonds, obligations and any other conversion rights to receive common shares, are exercised;

(E) for each Option Group, each Pieridae Option of that particular Option Group (whether vested or unvested) shall without further action on the part of any Pieridae Optionholder, be exchanged for options ("Amalco Pieridae Options") entitling the Pieridae Optionholder to receive from Amalco, upon the due exercise of Amalco Pieridae Options (including without limitation, payment of the exercise price thereof), the number of Amalco Shares equal to the number of Pieridae Shares subject to the Pieridae Options immediately before the Effective Time multiplied by the amount resulting from the calculation set forth in Subsection 3.1(h)(xiv)(D), provided that if the foregoing would result in the issuance of a fraction of an Amalco Share on the exercise of the Amalco Pieridae Options, then the number of Amalco Shares otherwise issued shall be rounded down, without any additional compensation, to the nearest whole number of Amalco Shares. For each holder of Amalco Pieridae Options, the exercise price per Amalco Share subject to the Amalco Pieridae Options shall be, with any modifications that the circumstances require to preserve the In-the-Money Amount, an amount equal to the quotient of: (A) the exercise price per Pieridae Share subject to each Pieridae Option included in that particular Option Group divided by (B) the amount resulting from the calculation set forth in Subsection 3.1(h)(xiv)(D), provided that the aggregate exercise price payable on any

particular exercise of Amalco Pieridae Options shall be rounded up to the nearest whole cent. All terms and conditions of a Amalco Pieridae Option, including the term to expiry, vesting and conditions to and manner of exercising, will be the same as the Pieridae Option for which it was exchanged, and shall be governed by the terms of Pétrolia Stock Option Plan and any document evidencing a Pieridae Option shall thereafter evidence and be deemed to evidence such Amalco Pieridae Option. It is intended that subsection 7(1.4) of the Income Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Amalco Pieridae Option will be increased such that the In-the-Money Amount of the Amalco Pieridae Option immediately after the exchange does not exceed the In-the-Money Amount of the Pieridae Option immediately before the exchange;

- (i) the articles of Amalco shall be amended in order that the registered office of Amalco be changed to the registered office of Pieridae in the province of Alberta;
- (j) Amalco shall issue to such holders the Amalco Securities to which such holder is entitled pursuant to subparagraph 3.1(h)(xiv)(A) to (E), as applicable, and the name of such holder shall be added to the register of holders of Amalco Securities and such holder shall be deemed to be the legal and beneficial owner thereof, free and clear of any liens; and
- (k) Pétrolia, Pieridae and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in this Section 3.1.

3.2 Supplementary Actions

Notwithstanding that the transaction and events set out in section 3.1 shall occur and shall be deemed to occur in the order therein set out without any further act or formality, both of Pétrolia and Peiridae shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to further document or evidence any of the transactions or events set out in section 3.1, including without limitation, any resolutions of directors authorizing the issue, exchange or cancellation of shares, any share transfer powers evidencing the exchange of shares and any receipt therefore, and any necessary addition to or deletions from share registers or other registries.

ARTICLE 4 RIGHTS OF DISSENT

4.1 Pétrolia Rights of Dissent

- (a) Each registered Pétrolia Shareholder may exercise Pétrolia Dissent Rights with respect to the Pétrolia Shares held by such Pétrolia Shareholder pursuant to and in the manner set forth in Section 190 of the CBCA and this Section 4.1 in connection with the Arrangement; provided that, notwithstanding Section 190(5) of the CBCA, the written objection to the Pétrolia Arrangement Resolution referred to in Section 190(5) of the CBCA must be received by Pétrolia, c/o DS Lawyers Canada LLP, 891, boul. Charest Ouest, Quebec, Quebec, G1N 2C9, Attention: Kimberley Okell, not later than 5:00 p.m. (Eastern Daylight Time) on the day that is two Business Days immediately preceding the

Pétrolia Meeting. Pétrolia Shareholders who duly exercise such Pétrolia Dissent Rights and who:

- (i) are ultimately entitled to be paid fair value by Pétrolia for their Pétrolia Shares shall be deemed to have transferred such Pétrolia Shares to Amalco free and clear of all liens at the Effective Time in accordance with Section 3.1 hereof without further act or formality; or
 - (ii) are ultimately not entitled, for any reason, to be paid fair value for their Pétrolia Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Pétrolia Shares at the Effective Time and such Pétrolia Shares shall be exchanged for Amalco Shares in accordance with Section 3.1 hereof, but in no case shall Amalco or any other person be required to recognize such holders as Pétrolia Shareholders after the Effective Time and the names of such Pétrolia Shareholders shall be removed from the registers of Pétrolia Shareholders as of the Effective Time.
- (b) In no circumstances shall Pétrolia or any other person be required to recognize a person exercising Pétrolia Dissent Rights unless such person is a registered holder of Pétrolia Shares in respect of which such Pétrolia Dissent Rights are sought to be exercised and complies with the dissent procedures set forth in Section 190 of the CBCA as may be modified by the Interim Order.
- (c) Neither Pétrolia nor any other person shall be required to recognize a Pétrolia Dissenting Shareholder as a Pétrolia Shareholder at or after the Effective Time.
- (d) In addition to any other restrictions in Section 190 of the CBCA, no person who has voted in favour of the Pétrolia Arrangement Resolution shall be entitled to dissent with respect thereto.

4.2 Pieridae Rights of Dissent

- (a) Each registered Pieridae Shareholder may exercise Pieridae Dissent Rights with respect to the Pieridae Shares held by such Pieridae Shareholder pursuant to and in the manner set forth in Section 190 of the CBCA and this Section 4.2 in connection with the Arrangement; provided that, notwithstanding Section 190(5) of the CBCA, the written objection to the Pieridae Arrangement Resolution referred to in Section 190(5) of the CBCA must be received by Pieridae, c/o Burstall Winger Zammit LLP, Suite 1600, 333 -- 7th Avenue S.W., Calgary, Alberta, T2P 2Z1, Attention: Robert Verbuck, not later than 5:00 p.m. (Mountain Time) on the day that is two Business Days immediately preceding the Pieridae Meeting. Pieridae Shareholders who duly exercise such Pieridae Dissent Rights and who:
- (i) are ultimately entitled to be paid fair value by Pieridae for their Pieridae Shares shall be deemed to have transferred such Pieridae Shares to Amalco free and clear of all liens at the Effective Time in accordance with Section 3.1 hereof without further act or formality; or
 - (ii) are ultimately not entitled, for any reason, to be paid fair value for their Pieridae Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Pieridae Shares at the Effective Time and

such Pieridae Shares shall be exchanged for Amalco Shares in accordance with Section 3.1 hereof, but in no case shall Amalco or any other person be required to recognize such holders as Pieridae Shareholders after the Effective Time, and the names of such Pieridae Shareholders shall be removed from the registers of Pieridae Shareholders as of the Effective Time.

- (b) In no circumstances shall Pieridae or any other person be required to recognize a person exercising Pieridae Dissent Rights unless such person is a registered holder of Pieridae Shares in respect of which such Pieridae Dissent Rights are sought to be exercised and complies with the dissent procedures set forth in Section 190 of the CBCA, as may be modified by the Interim Order.
- (c) Neither Pieridae nor any other person shall be required to recognize a Pieridae Dissenting Shareholder as a Pieridae Shareholder at or after the Effective Time.
- (d) In addition to any other restrictions in Section 190 of the CBCA, no person who has voted in favour of the Pieridae Arrangement Resolution shall be entitled to dissent with respect thereto.

ARTICLE 5 CERTIFICATES AND DOCUMENTATION

5.1 Certificates of Pétrolia and Pieridae

From and after the Effective Time, certificates or agreements formerly representing Pétrolia Securities and Pieridae Securities shall represent only the right to receive the consideration to which the holders are entitled to receive under the Arrangement or, as to certificates formerly representing Pétrolia Shares and/or Pieridae Shares held by Pétrolia Dissenting Shareholders and Pieridae Dissenting Shareholders, respectively, to receive the fair value of the Pétrolia Shares or Pieridae Shares represented by such certificates.

5.2 Lost or Stolen Certificates

If any certificate which immediately prior to the Effective Time represented an interest in outstanding Pétrolia Shares or Pieridae Shares that were transferred pursuant to Section 3.1 hereof has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such affidavit the certificate(s) representing that number of Amalco Shares to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by Amalco, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Amalco and its transfer agent, which bond is in form and substance satisfactory to Amalco and its transfer agent, or shall otherwise indemnify Amalco and its transfer agent against any claim that may be made against any of them with respect to the certificate(s) alleged to have been lost, stolen or destroyed.

5.3 Amalco Certificates

- (a) Amalco, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Pétrolia Shares of a duly completed Pétrolia Letter of Transmittal and the certificates representing such Pétrolia Shares, will either:

- (i) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Pétrolia Letter of Transmittal; or
- (ii) if requested by such former holder in the Pétrolia Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder,

certificates representing the number of Amalco Shares issued to such holder under the Arrangement.

- (b) Amalco, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Pieridae Shares of a duly completed Pieridae Letter of Transmittal and the certificates representing such Pieridae Shares will either:

- (i) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Pieridae Letter of Transmittal; or
- (ii) if requested by such holder in the Pieridae Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder,

certificates representing the number of Amalco Shares issued to such holder under the Arrangement.

5.4 No fractional Amalco Shares will be issued

- (a) In the event that a holder of Pétrolia Shares or Pieridae Shares would otherwise be entitled to a fractional Amalco Share upon the issuance of Amalco Shares pursuant to Section 3.1, the number of Amalco Shares issued to such holder, as applicable, shall be rounded up to the next greater whole number of Amalco Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Amalco Shares if the fractional entitlement is less than 0.5.
- (b) In calculating the above fractional interests, all Amalco Shares registered in the name of or beneficially held by such holder of Amalco Shares, or their nominee, shall be aggregated.

5.5 Extinction of Rights

Subject to applicable law, any certificate formerly representing Pétrolia Shares or Pieridae Shares that is not deposited with all other documents as required by this Plan of Arrangement before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Pétrolia Shares or Pieridae Shares to receive certificates representing Amalco Shares shall be deemed to be surrendered to Amalco together with all dividends, distributions, redemptions or cash payments thereon held for such holder.

5.6 Distributions with respect to unsurrendered securities

All dividends, distributions and redemptions made with respect to any Amalco Shares, as applicable, issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All

monies received by the Depositary shall be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to Section 5.5, the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.

5.7 Withholding Rights

Amalco or the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any former Pétrolia Shareholder or former Pieridae Shareholder or other person pursuant to the Arrangement Agreement, including payment pursuant to a Pétrolia Dissent Right or a Pieridae Dissent Right, such amounts as required to be deducted and withheld with respect to such payment under the Income Tax Act or any provision of provincial, state, local, or foreign tax law in each case as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the holder is resident. To the extent that amounts are so withheld and duly remitted to the relevant tax authority, such withheld amounts shall be treated for all purposes as having been paid to the recipient of the payment in respect of which such deduction and withholding was made.

5.8 Paramourncy

From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all Pétrolia Securities and Pieridae Securities issued prior to the Effective Time;
- (b) the rights and obligations of the holders of Pétrolia Securities and Pieridae Securities shall be solely as provided in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Pétrolia Securities and Pieridae Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 6 AMENDMENT

6.1 Amendment

- (a) Pétrolia and Pieridae may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that each such amendment, modification and/or supplement must be: (a) set out in writing; (b) filed with the Court and, if made following the Pétrolia Meeting or the Pieridae Meeting, if and as required pursuant to the Interim Order or the Final Order, approved by the Court; and (c) communicated to Pétrolia Securityholders and Pieridae Securityholders, if and as required by the Court.
- (b) Other than as may be required under the Interim Order, any amendment, modification or supplement to this Plan of Arrangement may be proposed by Pétrolia and Pieridae at any time prior to or at the Pétrolia Meeting and the Pieridae Meeting (provided that the other party shall have given prior consent thereto in writing) with or without any other prior

notice or communication, and if so proposed and accepted by the persons voting at the Pétrolia Meeting and Pieridae Meeting, as the case may be, shall become part of this Plan of Arrangement for all purposes.

- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Pétrolia Meeting or the Pieridae Meeting shall be effective only if: (a) it is consented to by each of Pétrolia and Pieridae; and (b) if required by the Court or applicable law, it is approved by the Pétrolia Securityholders and Pieridae Securityholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Amalco; provided that it concerns a matter which, in the reasonable opinion of Amalco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any Pétrolia Securityholder and Pieridae Securityholder.

ARTICLE 7 FURTHER ASSURANCES

7.1 Further Assurances

- (a) Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order further to document or evidence any of the transactions or events set out herein.
- (b) Subject to the terms of the Arrangement Agreement, Pétrolia and Pieridae may agree not to implement the Plan, notwithstanding the approval of the Pétrolia Arrangement Resolution and/or the Pieridae Arrangement Resolution authorizing the Arrangement and the receipt of the Final Order.

Appendix 1

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS

The rights, privileges, restrictions and conditions attaching to the common shares (the "Common Shares") are as follows:

1. Payment of Dividends

The holders of the Common Shares shall have the right to receive such dividends, if any, as the board in its discretion may declare.

2. Participation upon Liquidation, Dissolution or Winding-up

The registered holders of the Common Shares shall have the right to receive, equally on a share-for-share basis, the remaining assets of the Corporation in the event of liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs.

3. Voting Rights

The holders of the Common Shares shall be entitled to receive notice of, to attend and to cast one vote per Common Share held at all meetings of shareholders of the Corporation except meetings at which only registered holders of some other specified class or series are, at law or pursuant to the articles, entitled to vote.