

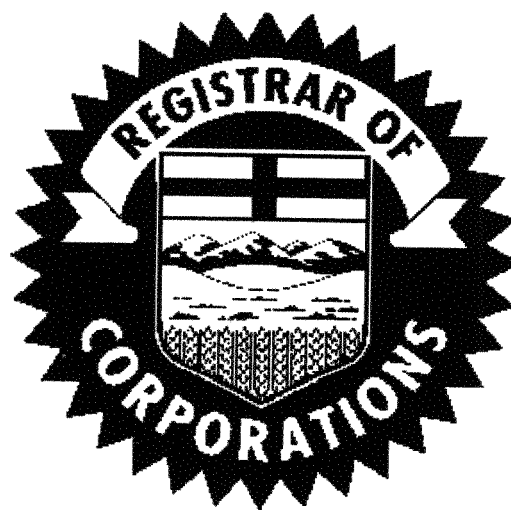
CORPORATE ACCESS NUMBER: 2016162360

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMALGAMATION**

**WESTFIRE ENERGY LTD.
IS THE RESULT OF AN AMALGAMATION FILED ON 2011/06/30.**



**Articles of Amalgamation
For
WESTFIRE ENERGY LTD.**

Share Structure: SEE ATTACHED SCHEDULE OF SHARE CAPITAL
Share Transfers Restrictions: NONE
Number of Directors:
Min Number of Directors: 3
Max Number of Directors: 20
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO

**Registration Authorized By: JESSICA M. BROWN
SOLICITOR**

**Articles of Amalgamation
For
WESTFIRE ENERGY LTD.**

Share Structure: SEE ATTACHED SCHEDULE OF SHARE CAPITAL
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Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO

**Registration Authorized By: JESSICA M. BROWN
SOLICITOR**

SCHEDULE OF SHARE CAPITAL

The authorized capital of the Corporation shall consist of an unlimited number of Common Shares, an unlimited number of Common Non-Voting Shares and an unlimited number of Non-Voting Convertible Shares, which shares shall have the following rights, privileges, restrictions and conditions:

COMMON SHARE PROVISIONS

The unlimited number of common shares ("Common Shares") of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

1. The holders of Common Shares shall be entitled to notice of, to attend and to one vote per share held at any meeting of the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the Common Shares as such);
2. The holders of Common Shares shall be entitled to receive dividends as and when declared by Board of Directors of the Corporation on the Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of dividends; and
3. The holders of Common Shares shall be entitled, in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of return of capital on dissolution, to share rateably, together with the holders of Common Non-Voting Shares and of shares of any other class of shares of the Corporation ranking equally with the Common Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

COMMON NON-VOTING SHARE PROVISIONS

The rights, privileges, restrictions and conditions of the unlimited number of non-voting common shares ("Common Non-Voting Shares") of the Corporation shall have attached thereto the following.

1. The holders of Common Non-Voting Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the Common Non-Voting Shares as such) provided that, except as required by law, the holders of the Common Non-Voting Shares shall not be entitled as such to vote at any meeting of the shareholders of the Corporation. The holders of the Common Non-Voting Shares shall be entitled to receive all informational documents and other communications:

(a) required to be sent to the holders of Common Shares by applicable law or by any stock exchange on which the Common Shares of the Corporation are listed; and

(b) voluntarily sent by the Corporation to the holders of Common Shares in connection with any meeting of shareholders.

2. The holders of Common Non-Voting Shares shall be entitled to receive dividends as and when declared by the Board of Directors of the Corporation on the Common Non-Voting Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to shares of other classes of shares of the Corporation ranking in priority to the Common Non-Voting Shares in respect of dividends, provided that no dividend may be declared in respect of, or any other benefit conferred upon the holders of, Common Shares unless concurrently therewith the same dividend in respect of, or the same benefit is conferred upon the holders of, Common Non-Voting Shares.

3. The holders of Common Non-Voting Shares shall be entitled, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Non-Voting Shares in respect of return of capital on dissolution, to share rateably, together with the holders of Common Shares and of shares of any other class of shares of the Corporation ranking equally with the Common Non-Voting Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

4. For the purposes of these provisions:

(a) "business day" means a day on which securities may be traded on the floor of the Toronto Stock Exchange or any other stock exchange on which the Common Shares are then listed;

(b) "Offer" means an offer to purchase Common Shares (or an acceptance of an offer to sell Common Shares) which must, by reason of applicable securities legislation or by laws, regulations or policies of a stock exchange on which the Common Shares are listed, be made to each holder of Common Shares whose last address on the records of the Corporation is in a province or territory of Canada to which the relevant requirement applies;

(c) "Offer Date" means the date on which an Offer is made;

(d) "Redemption Price" means the value of the consideration offered under an Offer which, in the case of non cash consideration shall be determined solely by the Board of Directors of the Corporation, acting reasonably; and

(e) "Redemption Period" means the period of time commencing

on the seventh business day after the Offer Date and terminating on the last date upon which holders of Common Shares may accept the Offer.

5. Subject to Sections 6, 8 and 9 and applicable law, if an Offer is made, each outstanding Common Non-Voting Share shall be redeemed by the Corporation at the Redemption Price per Common Non-Voting Share at the option of the holder during the Redemption Period. The redemption right provided for in this Section 5 may be exercised by notice in writing given to the Corporation accompanied by the share certificate or certificates representing the Common Non-Voting Shares in respect of which the holder desires to exercise such right of redemption, and such notice shall be executed by the holder of the Common Non-Voting Shares registered on the books of the Corporation, or by his duly authorized attorney, and shall specify the number of Common Non-Voting Shares which the holder desires to have redeemed. The holder shall pay any governmental or other tax imposed on or in respect of such redemption. Upon receipt by the Corporation of such notice and share certificate or certificates, the Corporation shall issue or cause to be issued a cheque for the aggregate Redemption Price to be paid to such holder (less any tax required to be withheld) in accordance with Sections 6 and 8. If less than all of the Common Non-Voting Shares represented by any share certificate are to be redeemed, the holder shall be entitled to receive a new share certificate representing in the aggregate the number of Common Non-Voting Shares represented by the original share certificate which are not to be redeemed.

6. The redemption right provided for in Section 5 shall not come into effect if:

(a) one or more shareholders of the Corporation who did not make or act in concert with the person or persons making the Offer and who, in the aggregate, beneficially own, directly or indirectly, or exercise control or direction over, not less than 50% of the outstanding Common Shares, determine within five business days after the Offer Date that he or they will continue to so own or exercise control or direction over, in the aggregate, 50% or more of the outstanding Common Shares;

(b) contemporaneously with the Offer, an offer is made to the holders of Common Non-Voting Shares upon the same terms and conditions as those contained in the Offer, including the consideration to be paid to the holders of Common Shares and the offer is for the same percentage of Common Non-Voting Shares as the percentage of Common Shares sought to be acquired under the Offer, excluding in each case the number of shares then owned by the offeror;

(c) the Board of Directors of the Corporation determines within five business days after the Offer Date that the Offer is not bona fide or is made primarily for the purpose of causing the redemption right provided for in Section 5 to come into effect and not primarily for the purpose of acquiring Common Shares; or

(d) the Offer is not completed in accordance with its terms;

provided that:

(e) in the case of Section 6(a) above, within six business days after the Offer Date, a certificate signed by or on behalf of the one or more shareholders of the Corporation is delivered to the Secretary of the Corporation confirming that:

(A) such shareholders did not make or act in concert with the person or persons making the Offer; (B) such shareholders beneficially own, directly or indirectly, or exercise control or direction over in the aggregate not less than 50% of the outstanding Common Shares; and (C) such shareholders have determined that they will not accept the Offer and provided further that upon any variation of the Offer, including an increase in price, such shareholders of the Corporation shall be deemed not to have accepted the Offer as varied and the certificate delivered by or on behalf of them as described above shall be deemed to continue to apply and no further certificate need be filed for purposes of these provisions unless and until one or more of such shareholders determine to accept the Offer as varied and the result of such acceptance would be to reduce the aggregate holdings of the remaining shareholders who delivered such certificate to less than 50% of the outstanding Common Shares in which case a certificate to that effect signed by or on behalf of such shareholders would determine to accept the Offer as varied shall be delivered to the Corporation forthwith after such determination and, in any event, not less than five business days prior to termination of the Redemption Period;

(f) in the case of Section 6(c), the Secretary of the Corporation delivers to the transfer agent within six business days after the Offer Date a certified copy of a resolution of the Board of Directors of the Corporation determining that the Offer is not bona fide or is made primarily for the purpose of causing the redemption right provided for in Section 5 to come into effect and not primarily for the purpose of acquiring the Common Shares and stating the reason for such determination; and

(g) as soon as reasonably possible after the receipt of a certificate under Section 6(e) or a certified copy of the resolution under Section 6(f), the Corporation shall send to the holders of Common Non-Voting Shares notice of and a brief description of the effect of the determination under Section 6(a) or Section 6(c), as the case may be.

7. If the events described in Sections 6(a), (b) or (c) hereof shall not have occurred within five business days after the Offer Date, or if an amended certificate as described in Section 6(e) shall have been delivered, the Corporation shall send as soon as reasonably possible to the holders of Common Non-Voting Shares a notice containing a brief description of the rights of such holders hereunder.

8. The redemption of all Common Non-Voting Shares delivered to the Corporation for redemption pursuant to Section 5 shall be subject to the provisions of this Section 8 and the provisions of Section 9 and the Corporation shall make all arrangements necessary or desirable to give effect to this Section 8. All Common Non-Voting Shares delivered for

redemption pursuant to Section 5 shall be redeemed subject to completion of the Offer but no cheques representing the Redemption Price for the Common Non-Voting Shares so redeemed shall be delivered to the holders of such Common Non-Voting Shares unless and until the Offer is completed in accordance with its terms. Upon completion of the Offer (the "Redemption Date"), the Corporation shall deliver to the holders entitled thereto all moneys owing to the holders of the Common Non-Voting Shares redeemed. If the Offer is not completed, the right provided in Section 5 shall not be effective and the Corporation shall return or issue and deliver to the holders entitled thereto share certificates representing Common Non Voting Shares delivered to the Corporation pursuant to Section 5.

9. Neither the Common Shares nor the Common Non-Voting Shares shall be subdivided, consolidated, reclassified or otherwise changed unless, contemporaneously therewith, the shares of the other of such classes are subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner.

10. The rights, privileges, restrictions and conditions attaching to the Common Non-Voting Shares as a class may be added to, changed or removed but only with approval of the holders of Common Non- Voting Shares given as herein specified.

11. The rights, privileges, restrictions and conditions attached to the Common Non-Voting Shares as a class as provided herein and as may be provided from time to time may be repealed, altered, modified, amended or amplified or otherwise varied only with the sanction of the holders of the Common Non-Voting Shares given in such a manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution passed by the affirmative vote of at least two thirds of the votes cast at a meeting of holders of Common Non-Voting Shares duly called for such purpose and held upon at least 21 days notice at which a quorum is present comprising at least two persons holding or representing by proxy at least 20% of the outstanding Common Non-Voting Shares. If any such quorum is not present within half an hour after the time appointed for the meeting then the meeting shall be adjourned to a date being not less than 15 days later and at such time and place as may be appointed by the chairman and at such meeting a quorum will consist of that number of shareholders present in person or proxy. The formalities to be observed with respect to the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those which may from time to time be prescribed in the by laws of the Corporation with respect to meetings of shareholders. On every vote taken at every such meeting or adjourned meeting each holder of a Common Non-Voting Share shall be entitled to one vote in respect of each Common Non-Voting Share held.

12. Any cheque representing payment of the Redemption Price not presented to the Corporation's bankers for payment, or otherwise not claimed within six years after the Redemption Date, shall be irrevocably forfeited to the Corporation.

13. From and after the Redemption Date, the Common Non-Voting Shares redeemed shall cease to be entitled to dividends, and the parties that were the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect of such redeemed shares, unless payment of the Redemption Price shall not be duly made by the Corporation.

14. All Common Non-Voting Shares which are redeemed, in accordance with the rights, privileges, restrictions and conditions attaching to the Common Non-Voting Shares, shall, subject to applicable law, be deemed to be returned to the authorized but unissued capital of the Corporation.

NON-VOTING CONVERTIBLE SHARE PROVISIONS

The non-voting convertible shares in the capital of the Corporation (the "Non-Voting Convertible Shares") shall have attached thereto the following rights, privileges, restrictions and conditions:

1.1 Dividends

The holders of the Non-Voting Convertible Shares shall be entitled to receive and the Corporation shall pay thereon, dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner (and whether in money or otherwise) as the board of directors may from time to time determine, equally, on a share-for-share basis, with the holders of Common Shares.

1.2 Voting Rights

The holders of Non-Voting Convertible Shares shall be entitled to receive notice of and to attend at any meeting of the shareholders of the Corporation but shall not be entitled to vote at any such meeting, except with respect to such matters and in the manner as to which voting rights are accorded to the holders of specified classes of shares pursuant to the provisions of the Business Corporations Act (Alberta).

1.3 Liquidation, Dissolution and Winding-up Rights

In the event of liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, or in the event of a reduction or redemption of the capital stock of the Corporation, the holders of the Non-Voting Convertible Shares shall be entitled to receive an amount per share equal to that amount that is the fair market value of any property received by the Corporation as consideration for the issuance of such Non-Voting Convertible Shares divided by the number of Non-Voting Convertible Shares issued, in lawful money of Canada, the whole before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to holders of Common Shares. After payment to the holders of the Non-Voting Convertible

Shares of the amount so payable to them in accordance with this Section, they shall not be entitled to share in any further distribution of property or assets of the Corporation.

1.4 Transfer

(a) Transfer Rights of Holders

Each holder of Non-Voting Convertible Shares shall have the right to transfer to any Person all or any of the holder's Non-Voting Convertible Shares, provided (i) the transferee would not be a Control Person (as defined below) of the Corporation after giving effect to the transfer and (ii) such transfer was made in compliance with all applicable securities laws.

(b) Notice of Transfer

(i) A notice of transfer (the "Notice of Transfer") of any Non-Voting Convertible Shares shall be given by a holder thereof to the Corporation not less than seven (7) calendar days prior to the date specified for transfer.

(ii) A Notice of Transfer shall be in writing and shall be validly and effectively given on the date on which it is received, if delivered personally, or sent, if sent by telecopy, telegram or facsimile (which is confirmed by the intended recipient) to the Corporation.

(iii) A Notice of Transfer given by a holder of Non-Voting Convertible Shares to the Corporation shall set out:

(A) the date on which the transfer is expected to take place;

(B) the number of Non-Voting Convertible Shares which are to be transferred;

(C) the name and address of each transferee or, in the case of a public or secondary offering completed by way of prospectus, the name and address of the underwriter(s) or agent(s);

(D) whether the transfer is exempt from the prospectus requirement under applicable securities laws, or a distribution to the public or a secondary offering completed by way of prospectus; and

(E) the representation that, to the knowledge of the holder of the Non-Voting Convertible Shares after due inquiry, the transferee would not be a Control Person of the Corporation after giving effect to the transfer of the Non-Voting Convertible Shares.

1.5 Conversion

(a) Interpretation

In this Section 1.5, the following terms shall have the following respective meanings:

"CDS" means the CDS Clearing and Depository Services Inc. and its successors;

"CDS Participant" means a broker, dealer, bank, other financial institution or other person who, directly or indirectly, from time to time, effects book-based transfers with CDS and pledges of securities deposited with CDS;

"Change of Control Transaction" means any of the following:

(i) an amalgamation, merger, business combination, consolidation, recapitalization, reorganization, liquidation, dissolution or winding-up in respect of the Corporation or any other transaction of the Corporation with another Corporation or entity, other than a wholly-owned subsidiary, or an arrangement pursuant to the Business Corporations Act (Alberta) involving the Corporation or another transaction pursuant to which a Person, or group of Persons acting jointly or in concert, acquires all of the issued and outstanding Common Shares;

(ii) the direct or indirect sale, lease or other disposition (or any long-term supply arrangement, licence or other arrangement having the same economic effect as a sale) of all or substantially all of the consolidated assets, revenues or earnings, as applicable, or undertaking of the Corporation;

(iii) the direct or indirect acquisition by any Person, or group of Persons acting jointly or in concert, of voting control or direction over an aggregate of 50% or more of the outstanding Common Shares, by take-over bid, issuance of Common Shares or otherwise; or

(iv) any similar transaction or series of transactions involving the Corporation or any of its subsidiaries, directly or indirectly.

"Control Person" means (a) a person or company who holds more than 20 per cent of the voting rights attached to all outstanding voting securities of the Corporation, or (b) each person or company in a combination of persons or companies, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds more than 20 per cent of the voting rights attached to all outstanding voting securities of the Corporation;

"Conversion Ratio" means the number of Common Shares issuable upon conversion of each Non-Voting Convertible Share, which shall initially be one Common Share, subject to adjustment in accordance with Section 1.5(g);

"Exchange" means the Toronto Stock Exchange or, if applicable, such other stock exchange on which the Common Shares are principally traded; and

"Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity and includes a group of Persons acting jointly or in concert.

(b) Conversion Rights of Holders

Each holder of Non-Voting Convertible Shares shall have the right to convert all or any of the holder's Non-Voting Convertible Shares into Common Shares at the Conversion Ratio in the following circumstances:

(i) at any time, provided that the holder would not be a Control Person of the Corporation after giving effect to the conversion; or

(ii) upon a Change of Control Transaction, regardless of whether or not such Change of Control Transaction has been approved by the board of directors of the Corporation.

(c) Automatic Conversion

Each Non-Voting Convertible Share shall and shall be deemed to convert into Common Shares at the Conversion Ratio immediately upon the sale, transfer, conveyance or other disposition of such Non-Voting Convertible Share, whether by way of a sale, transfer, conveyance or other disposition that is exempt from the prospectus requirements under applicable securities laws, or a distribution to the public or a secondary offering completed by way of prospectus, provided that the transferee would not be a Control Person of the Corporation after giving effect to the sale, transfer, conveyance or other disposition and the conversion of such Non-Voting Convertible Shares.

(d) Conversion Right of the Corporation

The Corporation shall have the right, following the date that is three years after the issuance date of the Non-Voting Convertible Shares, at its sole option to require that holders of Non-Voting Convertible Shares convert all issued and outstanding Non-Voting Convertible Shares held by them into Common Shares.

(e) Notice of Conversion

(i) A notice of conversion (the "Notice of Conversion") of Non-Voting Convertible Shares shall be given by a holder thereof to the Corporation:

(A) in the case of Section 1.5(b)(i), not less than seven (7) calendar days prior to the date fixed for conversion;

(B) in the case of Section 1.5(c), not less than seven (7) calendar days prior to the date of the proposed sale, transfer, conveyance or other disposition; and

(C) in any other case, at any time after the public announcement or other public disclosure of the proposed Change of Control Transaction, but not less than three (3) business days prior to the closing date of such transaction.

(ii) A Notice of Conversion under Section 1.5(d) shall be given by the Corporation to all holders of Non-Voting Convertible Shares not less than ten (10) calendar days prior

to the date fixed for conversion.

(iii) A Notice of Conversion shall be in writing and shall be validly and effectively given on the date on which it is received, if delivered personally, or sent, if sent by telecopy, telegram or facsimile (which is confirmed by the intended recipient) to the Corporation or the holder of Non-Voting Convertible Shares, as applicable.

(iv) A Notice of Conversion given by a holder of Non-Voting Convertible Shares to the Corporation shall set out:

(A) the date on which the conversion into Common Shares is to take place (the "Conversion Date") which, in the case of Section 1.5(b)(i) and Section 1.5(c), shall be specified by the holder, and in the case of Section 1.5(b)(ii), shall be the date on which the Change of Control Transaction is consummated and shall take effect immediately prior to such consummation, or shall be such earlier date as may be required to permit the holder to tender the Common Shares issuable upon such conversion to the Change of Control Transaction;

(B) unless all the Non-Voting Convertible Shares held by the holder who delivered the Notice of Conversion are to be converted (which, if such is the case, shall be stated in the notice), the number of Non-Voting Convertible Shares which are to be converted; and

(C) the representation that such Common Shares into which the Non-Voting Convertible Shares are to be converted will be registered in the name of the registered holder of the Non-Voting Convertible Shares to be converted unless the transfer agent of the Corporation (the "Transfer Agent") receives from such holder, on or before the seventh calendar day prior to the Conversion Date, at the principal transfer office of the Transfer Agent in the City of Calgary, written notice in a form and executed in a manner satisfactory to the Transfer Agent directing the Corporation to register such Common Shares in some other name or names (the "Transferee") and stating the name or names (with addresses) accompanied by payment by the holders to the Transfer Agent of any transfer tax that may be payable by reason thereof.

(f) Delivery of Share Certificates and Recording of Beneficial Interest upon Conversion

(i) On the Conversion Date, a holder of Non-Voting Convertible Shares shall receive, upon surrender for cancellation of the certificate or certificates representing the Non-Voting Convertible Shares, a certificate evidencing the Common Shares issuable to such holder in accordance with this Section 1.5, which Common Shares so issued shall be listed on the Exchange. Alternatively, such holder may request, in the Conversion Notice or by written request in writing delivered to the Corporation not later than ten calendar days prior to the Conversion Date, that the Corporation record or cause to be recorded, in the book-based system administered by CDS in respect of the Common Shares, such holder's interest in such shares, in which case the Conversion Notice (or the subsequent written request) shall

provide the account particulars of the holder's CDS Participant and other details necessary to record such interest in the CDS system.

(ii) Any Non-Voting Convertible Shares so converted shall be converted effective on the Conversion Date. From and after the Conversion Date, a holder of Non-Voting Convertible Shares so converted shall cease to be entitled to exercise any of the rights attributable to such shares (but, for greater certainty, will continue to be entitled to receive dividends on the Non-Voting Convertible Shares so converted in respect of which the ex dividend date occurs prior to the Conversion Date but are paid on or after the Conversion Date), and shall become a holder of Common Shares of record, effective on the Conversion Date.

(iii) If less than all of the Non-Voting Convertible Shares of a holder are converted on any Conversion Date, the Corporation shall issue to such holder on the Conversion Date a new share certificate representing the balance of the Non-Voting Convertible Shares not converted.

(g) Adjustments for Subdivision, Consolidation, Reorganizations

(i) If at any time or from time to time after the original issuance of the Non-Voting Convertible Shares, the Common Shares shall be subdivided based on a subdivision ratio which would result in an increase in the number of Common Shares outstanding, the Conversion Ratio in effect immediately before that subdivision shall be proportionately increased in accordance with the subdivision ratio. If at any time or from time to time after the original issuance of the Non-Voting Convertible Shares, the Common Shares shall be consolidated or combined based on a consolidation ratio which would result in a decrease in the number of Common Shares outstanding, the Conversion Ratio in effect immediately before that consolidation or combination shall be proportionately decreased in accordance with the consolidation ratio.

(ii) If at any time or from time to time after the original issuance of the Non-Voting Convertible Shares, the Common Shares shall be changed into the same or a different number of shares of any class, including for greater certainty any conversion of the Common Shares at a ratio other than 1 to 1, whether by capital reorganization, reclassification, or otherwise (other than pursuant to paragraph (a) above or the conversion at a ratio of 1 to 1 of the Common Shares), then and in each such event, holders of the Non-Voting Convertible Shares shall have the right thereafter to convert such shares into the kind and amount of shares and other securities and property receivable, upon such reorganization, reclassification, or other change, that would have otherwise been receivable by the holders of the number of Common Shares into which such Non-Voting Convertible Shares would have been convertible immediately prior to such reorganization, reclassification, or other change, all subject to further adjustments as provided herein.

(iii) If at any time or from time to time after the

original issuance of the Non-Voting Convertible Shares, the Non-Voting Common Shares or the Common Shares are adjusted in a manner not addressed by clauses (i) or (ii) above, an appropriate adjustment shall be made in the rights and conditions attached to the Non-Voting Common Shares so as to maintain the relative rights of the holders of such shares.

1.6 Tax Election

An election in prescribed form and within the prescribed time limit shall be made by the Corporation under subsection 191.2(1) of the Income Tax Act (Canada) with respect to the Non-Voting Convertible Shares.

SCHEDULE "B"

(a) The directors of the corporation may, without authorization of the shareholders:

(i) borrow money on the credit of the Corporation;

(i). issue, reissue, sell or pledge debt obligations of the Corporation;

(iii) subject to the Business Corporations Act (Alberta), give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

(b) The directors may, by resolution, delegate the powers referred to in subsection (a) hereof to a director, a committee of directors or an officer.

(c) The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of the Corporation.

(d) Meetings of the shareholders may be held:

(i) at any place within Alberta that the directors determine from time to time; and

(ii) at any place outside Alberta that the directors determine from time to time, including, without limitation, the following cities: Vancouver, British Columbia; Victoria, British Columbia; Winnipeg, Manitoba; Toronto, Ontario; Ottawa, Ontario; Montreal, Quebec; or Halifax, Nova Scotia.

Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2011/06/30

Corporate Access Number: 2016162360

Service Request Number: 16552025
Alberta Corporation Type: Named Alberta Corporation
Legal Entity Name: WESTFIRE ENERGY LTD.
French Equivalent Name:
Nuans Number:
Nuans Date:
French Nuans Number:
French Nuans Date:

REGISTERED ADDRESS

Street: 2400, 525 - 8TH AVENUE SW
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 1G1

RECORDS ADDRESS

Street: 2400, 525 - 8TH AVENUE SW
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 1G1

ADDRESS FOR SERVICE BY MAIL

Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:

Share Structure: SEE ATTACHED SCHEDULE OF SHARE CAPITAL
Share Transfers Restrictions: NONE
Number of Directors:
Min Number Of Directors: 3
Max Number Of Directors: 20

Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO

Professional Endorsement Provided:
Future Dating Required:
Registration Date: 2011/06/30

Director

Last Name: BRUSSA
First Name: JOHN
Middle Name: A.
Street/Box Number: 2400, 525 - 8TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 1G1
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: JACKSON
First Name: LOWELL
Middle Name: E.
Street/Box Number: 810, 555 - 4TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3E7
Country:
Resident Canadian: Y
Named On Stat Dec: Y

Last Name: MCGOVERN
First Name: MICHAEL
Middle Name:
Street/Box Number: 4 HOUSTON CENTRE, 1221 LAMAR STR., SUITE 101
City: HOUSTON
Province: TEXAS
Postal Code: 77010
Country:
Resident Canadian:

Named On Stat Dec:

Last Name: CHWYL
First Name: ED
Middle Name:
Street/Box Number: 810, 555 - 4TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3E7
Country:
Resident Canadian: Y

Named On Stat Dec:

Last Name: FONG
First Name: CHRISTOPHER
Middle Name: L.
Street/Box Number: 810, 555 - 4TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3E7
Country:
Resident Canadian: Y

Named On Stat Dec:

Last Name: CHAN
First Name: RAYMOND
Middle Name:
Street/Box Number: 810, 555 - 4TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3E7
Country:
Resident Canadian: Y

Named On Stat Dec:

Last Name: THOMAS
First Name: ROGER
Middle Name:
Street/Box Number: 99 BEL-AIRE PLACE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 2C3

Country:

Resident Canadian: Y

Named On Stat Dec:

Amalgamating Corporation

Corporate Access Number	Legal Entity Name
2015620848	ORION OIL & GAS CORPORATION
2015776582	WESTFIRE ENERGY LTD.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2011/06/30
Statutory Declaration	10000507106492329	2011/06/30
Other Rules or Provisions	ELECTRONIC	2011/06/30

Registration Authorized By: JESSICA M. BROWN
SOLICITOR

STATUTORY DECLARATION

CANADA)
PROVINCE OF ALBERTA)
JUDICIAL DISTRICT OF CALGARY)
IN THE MATTER of the amalgamation of
WestFire Energy Ltd. and Orion Oil & Gas
Corporation pursuant to Section 184(1) of the
Business Corporations Act (Alberta)

I, Lowell E. Jackson, of the City of Calgary, in the Province of Alberta, DO SOLEMNLY
DECLARE THAT:

- 1. I am a proposed director of WestFire Energy Ltd. (the "Amalgamated Corporation"), the
amalgamated corporation to be formed as a result of the proposed amalgamation of
WestFire Energy Ltd. and Orion Oil & Gas Corporation, and as such have personal knowledge of
the matters herein declared to.
2. There are reasonable grounds for believing that:
(a) the Amalgamated Corporation will be able to pay its liabilities as they become due;
(b) the realizable value of the Amalgamated Corporation's assets will not be less than the
aggregate of its liabilities and stated capital of all classes; and
(c) no creditor will be prejudiced by the amalgamation.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is
of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the City of
Calgary, in the Province of Alberta this 30th day
of June, 2011.

A COMMISSIONER FOR OATHS in and for
the Province of Alberta

Jessica Strown
Barrister and Solicitor

LOWELL E. JACKSON

