

CORPORATE ACCESS NUMBER: 2013901455

**Alberta**

**BUSINESS CORPORATIONS ACT**

**CERTIFICATE  
OF  
AMALGAMATION**

**SHELTER BAY ENERGY INC.  
IS THE RESULT OF AN AMALGAMATION FILED ON 2008/03/26.**



# Articles Of Amalgamation

Business Corporations Act  
Section 185

1. Name of Amalgamated Corporation  
SHELTER BAY ENERGY INC.
2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:  
See attached Schedule of Share Provisions
3. Restrictions on share transfers (if any):  
See attached Schedule of Restrictions on Share Transfers
4. Number, or minimum and maximum number of directors:  
Minimum: 1; Maximum: 9
5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):  
None
6. Other provisions (if any):  
See attached Schedule of Other Provisions

**FILED**

MAR 26 2008

McCarthy Tétrault LLP  
Calgary, Alberta

Per: Y Peate

Name of Amalgamating Corporations	Corporate Access Number
Shelter Bay Energy Inc.	2011159015
Landex Petroleum Corp.	2013896804

Gregory T. Tisdale

Name of Person Authorizing (please print)

Director

Title (please print)



Signature

March 26, 2008

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 102 Street, Edmonton, Alberta T5J 4L4 (780) 422-7330

REG 2008 (99/01)

192892-398543  
DOCS 471391

**Articles of Amalgamation  
For  
SHELTER BAY ENERGY INC.**

**Share Structure:** SEE ATTACHED SCHEDULE OF SHARE PROVISIONS  
**Share Transfers  
Restrictions:** SEE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE  
TRANSFERS  
**Number of Directors:**  
**Min Number of Directors:** 1  
**Max Number of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE OF OTHER PROVISIONS

**Registration Authorized By: JULIAMAI L. GIFFEN  
SOLICITOR**

SCHEDULE OF SHARE PROVISIONS  
SHELTER BAY ENERGY INC.

The authorized capital of the Corporation shall consist of an unlimited number of Class A common voting shares ("Class A Shares"), an unlimited number of Class B common voting shares ("Class B Shares"), an unlimited number of Class C common voting shares ("Class C Shares"), 3,500,000 common non-voting shares ("Non-Voting Shares") and 183,400,000 special voting shares ("Special Voting Shares"), which shares shall have the following rights, privileges, restrictions and conditions:

UNANIMOUS SHAREHOLDERS' AGREEMENT

The rights, privileges, restrictions and conditions attaching to the Class A Shares, Class B Shares, Class C Shares, Non-Voting Shares and Special Voting Shares shall be subject to the terms and provisions of the unanimous shareholders' agreement dated March 26, 2008 among the Corporation and the shareholders of the Corporation, as may be amended from time to time.

CLASS A SHARES

The unlimited number of Class A Shares of the Corporation shall have the following rights, privileges, restrictions and conditions:

1. The holders of Class A Shares shall be entitled to receive notice of, to attend and to one vote per share held at all meetings of shareholders of the Corporation, except meetings at which only holders of a specified class or series of shares other than the Class A Shares are entitled to vote.
2. The holders of Class A Shares shall be entitled to receive dividends if, as and when declared by the Board of Directors of the Corporation on the Class A Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to the Class B Shares and the Class C Shares as set forth in the Unanimous Shareholders' Agreement.
3. In the event of a distribution of the remaining property of the Corporation upon the dissolution, liquidation 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 the prior satisfaction of all preferential rights to return of capital on dissolution attached to all other classes of shares of the Corporation ranking in priority to the Class A Shares in respect of return of capital on dissolution, the holders of Class A Shares shall, subject to the provisions of the Unanimous Shareholders' Agreement, be entitled to share rateably, together with the holders of Class B Shares, Class C Shares and Non-Voting Shares and with shares of any other class of shares of the Corporation ranking equally to the Class A Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

#### CLASS B SHARES

The unlimited number of Class B Shares of the Corporation shall have the following rights, privileges, restrictions and conditions:

1. The holders of Class B Shares shall be entitled to receive notice of, to attend and to one vote per share held at all meetings of shareholders of the Corporation, except meetings at which only holders of a specified class or series of shares other than the Class B Shares are entitled to vote.
2. The holders of Class B Shares shall be entitled to receive dividends if, as and when declared by the Board of Directors of the Corporation on the Class B Shares as a class, provided that no dividend may be declared in respect of, or any other benefit conferred upon the holders of, Class B Shares unless concurrently therewith the same dividend in respect of, or the same benefit is conferred upon the holders of, Class C Shares.
3. In the event of a distribution of the remaining property of the Corporation upon the dissolution, liquidation 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 the prior satisfaction of all preferential rights to return of capital on dissolution attached to all other classes of shares of the Corporation ranking in priority to the Class B Shares in respect of return of capital on dissolution, the holders of Class B Shares shall, subject to the provisions of the Unanimous Shareholders' Agreement, be entitled to share rateably, together with the holders of Class A Shares, Class C Shares and Non-Voting Shares and with shares of any other class of shares of the Corporation ranking equally to the Class B Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

#### CLASS C SHARES

The unlimited number of Class C Shares of the Corporation shall have the following rights, privileges, restrictions and conditions:

1. The holders of Class C Shares shall be entitled to receive notice of, to attend and to one vote per share held at all meetings of shareholders of the Corporation, except meetings at which only holders of a specified class or series of shares other than the Class C Shares are entitled to vote.
2. The holders of Class C Shares shall be entitled to receive dividends if, as and when declared by the Board of Directors of the Corporation on the Class C Shares as a class, provided that no dividend may be declared in respect of, or any other benefit conferred upon the holders of, Class C Shares unless concurrently therewith the same dividend in respect of, or the same benefit is conferred upon the holders of, Class B Shares.

3. In the event of a distribution of the remaining property of the Corporation upon the dissolution, liquidation 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 the prior satisfaction of all preferential rights to return of capital on dissolution attached to all other classes of shares of the Corporation ranking in priority to the Class C Shares in respect of return of capital on dissolution, the holders of Class C Shares shall, subject to the provisions of the Unanimous Shareholders' Agreement, be entitled to share rateably, together with the holders of Class A Shares, Class B Shares and Non-Voting Shares and with shares of any other class of shares of the Corporation ranking equally to the Class C Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

#### SPECIAL VOTING SHARES

The 183,400,000 Special Voting Shares shall have the following rights, privileges, restrictions and conditions:

##### General Rights

1. In these articles pertaining to the Special Voting Shares of the Corporation, unless the context otherwise requires:

(a) "Call Obligations" means the obligations of the initial holders of Special Voting Shares to purchase Obligation Shares on the basis contemplated, and subject to the terms and conditions contained, in the Call Obligation Agreements;

(b) "Call Obligation Agreements" means the call obligation agreements dated on or about March 26, 2008 (or such other date as is agreed to by the parties) between the Corporation and each initial holder of Special Voting Shares containing the terms and conditions governing the Call Obligations;

(c) "Expiry Date" has the meaning ascribed thereto in the Call Obligation Agreements;

(d) "holder" means a holder of one or more outstanding Special Voting Shares as shown at any time and from time to time on the securities register of holders of Special Voting Shares as maintained by the Corporation in accordance with the Business Corporations Act (Alberta);

(e) "Obligation Shares" means Class A Shares or Class C Shares, as applicable, issued in satisfaction of the Call Obligations;

(f) "Termination Date" means, in respect of outstanding Special Voting Shares, a date on which one or more of such shares is deemed to have been returned to the Corporation for cancellation, which is, for the purposes of:

i. Section 3, the date on which one or more fully paid and non-assessable Obligation Shares are issued and sold, from

time to time, pursuant to full or partial satisfaction of the Call Obligations; or

ii. Section 4, the Expiry Date;

(g) "Termination Rate" means the basis for determining the number of Special Voting Shares which are deemed to have been returned to the Corporation by a holder upon the occurrence of a Termination Date pursuant to subsection 3(a), which is 1.00 Special Voting Share for each of the Obligation Shares issued and sold to the holder on the applicable Termination Date, subject to adjustment in accordance with Sections 6 through 9 hereof; and

(h) "Voting Basis" means the number of votes attached to an issued and outstanding Special Voting Share, which is 1.00 vote for each share, subject to adjustment in accordance with Sections 6 through 9 hereof.

2. The holders of the Special Voting Shares are:

(a) entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation (other than meetings of the holders of any class of shares meeting as a class or the holders of one or more series of any class of shares meeting as a series, provided that if a holder of Special Voting Shares also holds Class A Shares, such holder will be entitled to notice of and to attend and vote at meetings of the holders of Class A Shares and if a holder of Special Voting Shares also holds Class C Shares, such holder will be entitled to notice of and to attend and vote at meetings of the holders of Class C Shares), and are entitled to exercise the right to vote in respect of each Special Voting Share held on the Voting Basis;

(b) not entitled to receive any dividend declared by the Board of Directors of the Corporation on the outstanding shares of capital stock of the Corporation. For greater certainty but without limiting the foregoing, the Corporation may declare a dividend on the outstanding Class A Shares, Class B Shares, Class C Shares or Non-Voting Shares without being obligated to declare any dividends (identical or otherwise) on outstanding Special Voting Shares; and

(c) not entitled to participate in the distribution of assets in the event of 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. Notwithstanding the foregoing, the Corporation shall notify the holders of the Special Voting Shares at least 30 days prior to any such event.

Termination

3. Termination upon Issuance of Obligation Shares: If the Corporation issues one or more Obligation Shares pursuant to the full or partial satisfaction of the Call Obligations, then on the Termination Date:

(a) Subject to the adjustments to the Termination Rate set

forth in Section 6 through 9, that number of outstanding Special Voting Shares equal to the number of Obligation Shares purchased by such holder multiplied by the Termination Rate shall be returned to the Corporation at for cancellation in connection with the issuance of such Obligation Shares; and

(b) all right, title and interest of such holder in and to any such Special Voting Shares so cancelled are deemed to have been terminated, and the person who has made such satisfaction of the Call Obligations is deemed to have become (and at all times on such date to be) a holder of record of, the applicable Obligation Shares for all purposes.

4. Termination upon Unsatisfied Call Obligation: At 4:30 p.m. (Calgary time) on the Expiry Date:

(a) all outstanding Special Voting Shares shall be deemed to have been returned by the holder(s) thereof to the Corporation for cancellation for no consideration (regardless of whether a holder is party to a Call Obligation Agreement, subject to any Call Obligations or otherwise ); and

(b) all right, title and interest of all holders in and to all Special Voting Shares are deemed to have been terminated for all purposes.

5. Cancellation: Those Special Voting Shares which are deemed to have been returned to the Corporation for cancellation are hereby cancelled without further action required by or on behalf of the Corporation, and the Corporation will not reissue such cancelled Special Voting Shares.

#### Adjustment

6. If and whenever at any time a Special Voting Share is outstanding, the Corporation:

(a) subdivides (or changes) the outstanding Class A Shares or Class C Shares, as applicable, into a greater number of shares;

(b) consolidates (or reduces or combines) the outstanding Class A Shares or Class C Shares, as applicable, into a lesser number of shares; or

(c) issues Class A Shares or Class C Shares, as applicable, to the holders of all or substantially all of the outstanding Class A Shares or Class C Shares, as applicable, by way of stock dividend (other than the issue of Class A Shares or Class C Shares, as applicable, to holders of Class A Shares or Class C Shares, as applicable, pursuant to their exercise of an option to receive dividends in the form of Class A Shares or Class C Shares, as applicable, in lieu of cash paid in the ordinary course on the Class A Shares or Class C Shares, as applicable,) or other distribution;

(i) the Voting Basis will be, on and after the effective

date of such subdivision, consolidation or issuance, as the case may be, appropriately adjusted, and any holder of outstanding Special Voting Shares will be entitled to exercise the voting rights attached to those Special Voting Shares, to maintain (by increase or reduction, as the case may be) the holder's proportionate voting position in respect of the outstanding Class A Shares or Class C Shares, as applicable, as it existed immediately prior to the effective date thereof; and

(ii) the Termination Rate will be, on and after the effective date of such change or adjustment, adjusted by multiplying the Termination Rate in effect as at such date by a fraction, the numerator of which shall be the number of Call Obligations outstanding immediately prior to such change or adjustment and the denominator of which shall be the number of Call Obligations outstanding immediately after such change or adjustment.

7. The adjustments provided for herein are cumulative and apply (without duplication) to successive events resulting in any adjustments.

8. Forthwith after any adjustment hereunder, the Corporation shall forward to the holders of the Special Voting Shares a certificate certifying as to the nature of such adjustment and, in reasonable detail, the event requiring and the manner of computing such adjustment.

9. If, in the opinion of the Board of Directors of the Corporation, the provisions of Sections 6, 7 and 8 are not strictly applicable, or if strictly applicable would not fairly protect the rights of the holders of the Special Voting Shares in accordance with the intent and purposes hereof, the Board of Directors shall make any adjustment in such provisions as the Board of Directors deems appropriate having regard to the best interests of the holders of the Special Voting Shares.

#### Notices

10. Subject to the foregoing provisions governing the Special Voting Shares, any notice, cheque or other communication from the Corporation herein provided for is sufficiently given if delivered or if sent by prepaid registered mail, to the holders of the Special Voting Shares at their respective addresses appearing on the books of the Corporation or, in the event of the address of any of such holders not so appearing, then at the last address of such registered holder known to the Corporation. In the case of a notice or other communication given by mail, accidental failure to give any such notice or other communication to one or more registered holders of the Special Voting Shares does not affect the validity of the notices or other communications properly given or any action taken pursuant to such properly given notice or other communication but, upon such failure being discovered, the notice or other communication, as the case may be, is to be sent forthwith to such registered holder or holders. If there exists any actual or apprehended disruption of mail services in any province in which there are registered holders of Special Voting Shares whose addresses appear on the books of the

Corporation to be in such province, notice may (but need not) be given to the registered holders in such province by means of publication once in each of two successive weeks in a newspaper of general circulation published or distributed in any city within such province wherein the addresses of any such registered holders of the Special Voting Shares are located. Notice so given by publication is deemed for all purposes to be sufficiently given. Notice given by registered mail is deemed to be given on the second business day following the day upon which it is mailed unless on the day of or on the two business days following such mailing an actual disruption of mail services has occurred in the province in or to which such notice is mailed. Notice given by publication is deemed to be given on the day on which the second publication is completed in any city in which such notice is published.

#### NON-VOTING SHARES

The 3,500,000 Non-Voting Shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

1. The holders of 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 Non-Voting Shares as such) provided that, except as required by law, the holders of the Non-Voting Shares shall not be entitled as such to vote at any meeting of the shareholders of the Corporation. The holders of the 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 Class A Shares, Class B Shares or Class C 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 Non-Voting Shares shall be entitled to receive dividends as and when declared by the Board of Directors of the Corporation on the 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 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, Non-Voting Shares unless concurrently therewith the same dividend in respect of, or the same benefit is conferred upon the holders of, Common Shares.

3. The holders of 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 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 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 rights, privileges, restrictions and conditions attaching to the Non-Voting Shares:

(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) "Common Shares" means, collectively, the Class A Shares, Class B Shares and Class C Shares of the Corporation;

(c) "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;

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

(e) "Redemption Price" means the value of the consideration offered for Class A Shares (or such other securities as result from a reclassification of the Class A Shares) 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

(f) "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 to applicable law, if an Offer is made, each outstanding Non-Voting Share shall be redeemed by the Corporation at the Redemption Price per 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 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 Non-Voting Shares registered on the books of the Corporation, or by his duly authorized attorney, and shall specify the number of 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 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 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 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 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 Conversion 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 Non-Voting Shares a notice containing a brief description of the rights of such holders hereunder.

8. The redemption of all 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 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 Non-Voting Shares so redeemed shall be delivered to the holders of such 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 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 Non-Voting Shares delivered to the Corporation pursuant to Section 5.

9. The Non-Voting Shares shall not 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 Non-Voting Shares as a class may be added to, changed or removed but only with approval of the holders of Non-Voting Shares given as herein specified.

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

SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS  
SHELTER BAY ENERGY INC.

Except for transfers made in accordance with the Unanimous Shareholders' Agreement dated March 26, 2008 among the Corporation and the shareholders of the Corporation, as may be amended from time to time, no shares in the capital of the Corporation shall be transferred without the express consent of the directors, such consent to be signified by a resolution passed by the board of directors.

SCHEDULE OF OTHER PROVISIONS  
SHELTER BAY ENERGY INC.

1. 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 meeting of the Corporation.

2. The by-laws of the former Shelter Bay Energy Inc. shall, mutatis mutandis, be the by-laws of the Corporation, such by-laws from and after the effective date hereof to be supplemented, amended or repealed in accordance with the provisions of the Business Corporations Act (Alberta) relating to the making, amending and repealing of by-laws.



10000307103464180

In the Matter of the  
*Business Corporations Act* (Alberta)

CAN 2013901455

and

In the Matter of Articles of Amalgamation  
Filed Pursuant to Section 185 of the Said Act

**FILED**

MAR 26 2008

McCarthy Tétrault LLP  
Calgary, Alberta

In the Name

Shelter Bay Energy Inc.

Per: *A. P. Rate*

Statutory Declaration

I, Gregory J. Tisdale, of the City of Calgary, in the Province of Alberta, refer to the proposed amalgamation of Shelter Bay Energy Inc. (the "Corporation") with Landex Petroleum Corp. ("Landex") and DO SOLEMNLY DECLARE that:

1. I am a proposed director of the Amalgamated Corporation (as defined below) and have personal knowledge of the matters herein deposed to.
2. I have satisfied myself that as of the date hereof there are reasonable grounds for believing that:
  - (a) the corporation continuing from the amalgamation of the Corporation and Landex (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
  - (b) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
  - (c) no creditor of the Corporation or Landex will be prejudiced by the said 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  
26 day of March, 2008.

*Juliamai L. Officer*  
A Commissioner for Oaths in and for the  
Province of Alberta

**Juliamai L. Officer**  
*Barrister & Solicitor*

*Gregory J. Tisdale*  
Gregory J. Tisdale

# Notice Of Address or Notice of Change of Address

Business Corporations Act  
Section 20

1. Name of Corporation  
SHELTER BAY ENERGY INC.

2. Corporate Access Number

Address of Registered Office (P.O. box number can only be used by a Society)

Street	City/Town	Province	Postal Code
3300, 421 - 7 <sup>th</sup> Avenue SW	Calgary	Alberta	T2P 4K9

OR

Legal Land Description	Section	Township	Range	Meridian
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Records Address (P.O. Box number cannot be used)

Street	City/Town	Province	Postal Code
3300, 421 - 7 <sup>th</sup> Avenue SW	Calgary	Alberta	T2P 4K9

OR

Legal Land Description	Section	Township	Range	Meridian
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Address for Service by Mail (if different from Item 3)  
NOTE: If this is a change, please read instruction carefully

Post Office Box Only	City/Town	Province	Postal Code
N/A			

**FILED**  
MAR 26 2008

McCarthy Tétrault LLP  
Calgary, Alberta

Per: *M Peate*

Gregory T. Tisdale  
Name of Person Authorizing (please print) Telephone Number (daytime) Date  
March 26, 2008

*[Signature]*  
Signature

Director  
Title (please print)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4. (780) 422-7330

REG 3016(99/01)

192892 398543  
DOCS # 71405

# Amalgamate Alberta Corporation - Registration Statement

**Alberta Registration Date: 2008/03/26**

**Corporate Access Number: 2013901455**

**Service Request Number:** 11369884  
**Alberta Corporation Type:** Named Alberta Corporation  
**Legal Entity Name:** SHELTER BAY ENERGY INC.  
**French Equivalent Name:**  
**Nuans Number:**  
**Nuans Date:**  
**French Nuans Number:**  
**French Nuans Date:**

## REGISTERED ADDRESS

**Street:** 3300, 421 - 7 AVENUE S.W.  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4K9

## RECORDS ADDRESS

**Street:** 3300, 421 - 7 AVENUE S.W.  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4K9

## ADDRESS FOR SERVICE BY MAIL

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

**Share Structure:** SEE ATTACHED SCHEDULE OF SHARE PROVISIONS

**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS

**Number of Directors:**

FILED

MAR 26 2008

McCarthy Tétrault LLP  
Calgary, Alberta

Notice Of Directors Or  
Notice Of Change Of Directors

Business Corporations Act  
Sections 106, 113 and 289

2. Alberta Corporate  
Access Number

1. Name of Corporation

Per: G Peate

SHELTER BAY ENERGY INC.

3. The following persons were appointed Director(s) on

Year : Month : Day

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian?	
		Yes	No
N/A			

4. The following persons ceased to hold office as Director(s) on

Year : Month : Day

Name of Director (Last, First, Second)	Mailing Address (including postal code)
N/A	

5. As of this date, the Director(s) of the corporation are:

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian?	
		Yes	No
TISDALE, Gregory T.		X	
BANNISTER, Peter		X	
SANBERG, Scott		X	
BRUSSA, John A.		X	
BORGLAND, Craig		X	
LEUSCHEN, David M.			X
FICHO, Robert M.			X
MATELICH, George E.			X
DE J. OSBORNE, Stanley	220 Bank Avenue		X

6. To be completed only by Alberta Corporations:

Are at least half of the members of the Board of Directors resident Canadians?

Yes  No

Sanjib Gill

March 26, 2008

Name of Person Authorizing (please print)

Telephone Number (daytime)

Date

Signature

Solicitor/Authorized Agent  
Title (please print)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4E4 (90) 422-7330 (TLC 3011/99-01)

**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE OF OTHER PROVISIONS

**Professional Endorsement  
Provided:**

**Future Dating Required:**

**Registration Date:** 2008/03/26

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**Director**

**Last Name:** TISDALE  
**First Name:** GREGORY  
**Middle Name:** T.  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:**  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:** Y

**Last Name:** BANNISTER  
**First Name:** PETER  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:**  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** SAXBERG  
**First Name:** SCOTT  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** -----  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** BRUSSA  
**First Name:** JOHN  
**Middle Name:** A.  
**Street/Box Number:** -----  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** ---  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** BORGLAND  
**First Name:** CRAIG  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** -----  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** LEUSCHEN  
**First Name:** DAVID  
**Middle Name:** M.  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:** -----  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** TICHIO  
**First Name:** ROBERT  
**Middle Name:** M.  
**Street/Box Number:** -----

**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** MATELICH  
**First Name:** GEORGE  
**Middle Name:** E.  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** DE J. OSBORNE  
**First Name:** STANLEY  
**Middle Name:**  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

---

**Amalgamating Corporation**

Corporate Access Number	Legal Entity Name
2011159015	SHELTER BAY ENERGY INC.
2013896804	LANDEX PETROLEUM CORP.

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**Attachment**

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2008/03/26

Restrictions on Share Transfers	ELECTRONIC	2008/03/26
Statutory Declaration	10000307103464180	2008/03/26
Share Structure	ELECTRONIC	2008/03/26

**Registration Authorized By: JULIAMAI L. GIFFEN**  
SOLICITOR

# Amalgamate Alberta Corporation - Pre-Registration Confirmation Report

**Service Request Number:** 11369884  
**Alberta Corporation Type:** Named Alberta Corporation  
**Legal Entity Name:** SHELTER BAY ENERGY INC.  
**French Equivalent Name:**  
**Nuans Number:**  
**Nuans Date:**  
**French Nuans Number:**  
**French Nuans Date:**

## REGISTERED ADDRESS

**Street:** 3300, 421 - 7 AVENUE S.W.  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4K9

## RECORDS ADDRESS

**Street:** 3300, 421 - 7 AVENUE S.W.  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4K9

## ADDRESS FOR SERVICE BY MAIL

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

**Share Structure:** SEE ATTACHED SCHEDULE OF SHARE PROVISIONS  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS  
**Number of Directors:**  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE

**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE OF OTHER PROVISIONS

**Professional Endorsement  
Provided:**

**Future Dating Required:**

**Registration Date:** 2008/03/26

---

**Director**

**Last Name:** TISDALE  
**First Name:** GREGORY  
**Middle Name:** T.  
**Street/Box Number:** ...  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** ...  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:** Y

**Last Name:** BANNISTER  
**First Name:** PETER  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** ...  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** SAXBERG  
**First Name:** SCOTT  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:**  
**Country:**  
**Resident Canadian:** Y

**Named On Stat Dec:**

**Last Name:** BRUSSA  
**First Name:** JOHN  
**Middle Name:** A.  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:**  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** BORGLAND  
**First Name:** CRAIG  
**Middle Name:**  
**Street/Box Number:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:**  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** LEUSCHEN  
**First Name:** DAVID  
**Middle Name:** M.  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** TICHIO  
**First Name:** ROBERT  
**Middle Name:** M.  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:** 10019

**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** MATELICH  
**First Name:** GEORGE  
**Middle Name:** E.  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**

**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** DE J. OSBORNE  
**First Name:** STANLEY  
**Middle Name:**  
**Street/Box Number:**  
**City:** NEW YORK  
**Province:** NEW YORK  
**Postal Code:**  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

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### Amalgamating Corporation

Corporate Access Number	Legal Entity Name
2011159015	SHELTER BAY ENERGY INC.
2013896804	LANDEX PETROLEUM CORP.

### Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Statutory Declaration	10000307103464180	2008/03/26
Share Structure	ELECTRONIC	2008/03/26
Restrictions on Share Transfers	ELECTRONIC	2008/03/26
Other Rules or Provisions	ELECTRONIC	2008/03/26

**Registration Authorized By: JULIAMAI L. GIFFEN**  
SOLICITOR

A handwritten signature in black ink, appearing to be 'JL Giffen', written over a faint rectangular stamp.