

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

Share Structure:	SEE SCHEDULE "B" ATTACHED HERETO
Share Transfers Restrictions:	NOT APPLICABLE
Number of Directors:	
Min Number of Directors:	3
Max Number of Directors:	15
Business Restricted To:	THERE SHALL BE NO RESTRICTIONS AS TO THE BUSINESSES WHICH THE CORPORATION MAY CARRY ON
Business Restricted From:	THERE SHALL BE NO RESTRICTIONS AS TO THE BUSINESSES WHICH THE CORPORATION MAY CARRY ON
Other Provisions:	SEE SCHEDULE "A" ATTACHED HERETO

**Registration Authorized By: JAMES L. KIDD
SOLICITOR**

SCHEDULE "A"

OTHER RULES OR PROVISIONS:

Subject to the provisions of the Business Corporations Act (Alberta), the directors may, between annual general meetings, appoint one or more additional directors of the Corporation, but not more than one-third of the number of directors elected at the last annual general meeting at which directors were elected, to serve until the next annual general meeting of the Corporation provided that the total number of directors shall not at any time exceed the maximum hereinbefore prescribed.

SCHEDULE "B"

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

COMMON SHARES

1. Voting Rights

The holders of Common Shares shall be entitled to notice of, to attend and to one (1) 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. Dividends

The holders of Common Shares shall be entitled to receive dividends as and when declared by the 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.

3. Liquidation

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 shares of any other class of shares of the Corporation ranking equally with the Common Shares in respect of return of capital, in such assets of the Corporation as are available for distribution.

SPECIAL VOTING SHARES

1. Interpretation

In these class provisions, the following terms shall have the following meanings:

- (a) "Closing Date" has the meaning ascribed thereto in the Equity Commitment Agreement;
- (b) "Expiry Date" has the meaning ascribed thereto in the Equity Commitment Agreement;
- (c) "Equity Commitment Shares" has the meaning ascribed thereto in the Equity Commitment Agreement;
- (d) "Equity Commitment Agreement" means the equity commitment agreement entered into between the Subscriber and the

Corporation; and

(e) "Subscriber" means Tricap Partners Ltd. (or any person to whom Tricap's interest in the Equity Commitment Agreement is validly assigned).

2. Voting

Holders of Special Voting Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation. Each Special Voting Share shall entitle the holder thereof to one vote. Except as otherwise may be required by the Business Corporations Act (Alberta), holders of Special Voting Shares shall vote together with holders of Common Shares on all matters submitted to the holders of Common Shares for approval, and no matter submitted for approval by the holders of Common Shares shall be considered to be so approved unless and until it is approved by the requisite percentage of votes cast by holders of Common Shares and Special Voting Shares voting together as a single class.

3. Dividends

Holders of Special Voting Shares shall not be entitled to dividends.

4. Liquidation, Dissolution or Winding-Up

In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, holders of Special Voting Shares shall not be entitled to share in the remaining property of the Corporation.

5. Subdivision, Consolidations etc.

If the Corporation subdivides, redivides or changes the then outstanding Common Shares into a greater number of Common Shares, or reduces, combines or consolidates or changes the then outstanding Common Shares into a lesser number of Common Shares, then, contemporaneously therewith, the Corporation shall change the Special Voting Shares in the same proportion and in the same manner.

6. Cancellation

(a) The Subscriber agrees to tender to the Corporation for cancellation without consideration that number of Special Voting Shares then held by it equal to the number of Equity Commitment Shares to be issued to it pursuant to the provisions of Equity Commitment Agreement on a particular Closing Date, such cancellation to be effective on such Closing Date (whether or not certificates representing such Special Voting Shares have been tendered).

(b) As of 4:30 p.m. (Calgary time) on the Expiry Date, all Special Voting Shares shall be deemed to have been cancelled without consideration.

(c) Immediately upon the cancellation of a Special Voting Share(s) (or as soon as reasonably practicable thereafter), the holder thereof shall forthwith return to the Corporation the share certificate representing such cancelled shares.