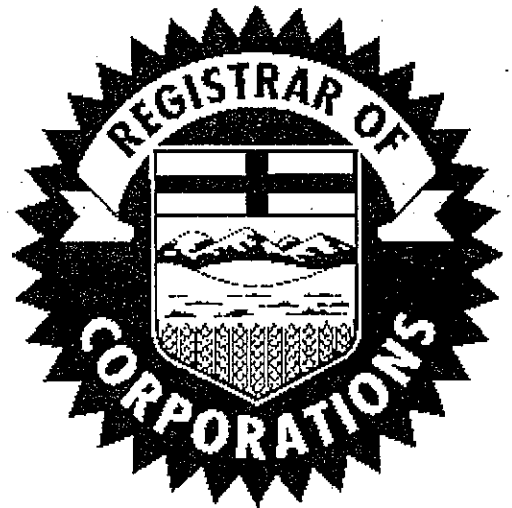


Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**POINT NORTH ENERGY LTD.
AMENDED ITS ARTICLES ON 2005/11/02.**



Alberta

ARTICLES OF ARRANGEMENT

1. Name of Corporation	2. Corporate Access Number
PURCELL ENERGY LTD. TENERGY LTD. TENERGY FINCO LTD.	2010793004 2011930191 2011927452

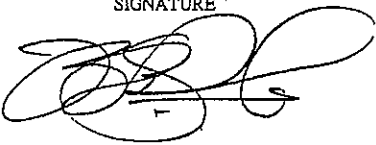
3. In accordance with the order of the Court of Queen's Bench of Alberta dated October 27, 2005 approving the arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), (a copy of which is attached as Schedule "A") the Plan of Arrangement (a copy of which is attached hereto as Schedule "B"), involving the Purcell Energy Ltd.'s shareholders, Purcell Energy Ltd., Tenenergy Ltd., Tenenergy Finco Ltd. and the holders of the Tenenergy Finco Ltd.'s Common Shares, is hereby effected. Schedules "A" and "B" are incorporated into and form a part hereof.

The attached Plan of Arrangement effects the following amendments to the Articles of Purcell Energy Ltd. by:


- (i) consolidating all of the issued and outstanding Common Shares of Purcell Energy Ltd. as set out in subsection 3.1(i) of the Plan of Arrangement; and
- (ii) changing the name of Purcell Energy Ltd. to **Point North Energy Ltd.** as set out in subsection 3.1(l) of the Plan of Arrangement.

The attached Plan of Arrangement does not effect an amendment to the Articles of Tenenergy Ltd.

The attached Plan of Arrangement does not effect an amendment to the Articles of Tenenergy Finco Ltd.

4. DATE	SIGNATURE	TITLE
Nov. 2, 2005		DIRECTOR

REGISTERED ON
THE ALBERTA REGISTRIES
CORES SYSTEM
NOV 02 2005



IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF Section 193 of the Business Corporations Act, R.S.A. 2000, c. B-9, as amended;

AND IN THE MATTER OF a Plan of Arrangement proposed by Purcell Energy Inc. involving Purcell Energy Inc., Tenergy Ltd., Tenergy Finco Ltd., Purcell Shareholders and Tenergy Finco Shareholders

I hereby certify this to be a true copy of the original dated this 27th day of October 2005 for Clerk of the Court

BEFORE THE HONOURABLE)
JUSTICE K.M. HORNER)
IN CHAMBERS)

At the Court House, in the City of Calgary, in the Province of Alberta, on Thursday, the 27th day of October, 2005

ORDER

UPON the application by Petition of Purcell Energy Ltd. ("Purcell") for approval of a proposed arrangement (the "Arrangement") pursuant to Section 193 of the Business Corporations Act, R.S.A. 2000, c. B-9, as amended (the "ABCA");

AND UPON reading the Petition of Purcell and the Affidavits of Jan M. Alston, the President and Chief Executive Officer of Purcell, sworn September 26, 2005 and October 27, 2005, respectively, and the Exhibits thereto, filed, together with the transcript from the cross-examination of Jan Alston, filed, including Exhibits;

AND UPON it appearing that notice of this application has been given to the Executive Director of the Alberta Securities Commission (the "Executive Director") as required by Section 193(8) of the ABCA;

AND UPON hearing counsel for Purcell and Counsel for Jurassic Oil And Gas Ltd. ("Jurassic");

AND UPON being advised that a Notice of Intention to Appear was filed with respect to this application on behalf of Jurassic;

AND UPON it appearing that a special meeting (the "Meeting") of the holders (the "Purcell Shareholders") of common shares ("Purcell Shares") in the capital of Purcell, was called and conducted in accordance with the Interim Order of this Honourable Court dated September 26, 2005, that the required quorum was present at such meeting and that the Purcell Shareholders approved the Arrangement in the manner and by the requisite majorities provided for in the said Interim Order;

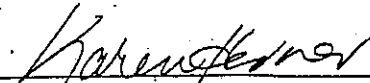
AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the ABCA and that the approval of the Arrangement by this Court will constitute the basis for a claim to an exemption from the registration and prospectus requirements under the United States Securities Act of 1933 with respect to the securities issued under the Arrangement;

AND UPON considering the fairness of the terms and conditions of the Arrangement to the Purcell shareholders and upon it appearing that the Arrangement ought to be approved;

IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The Arrangement proposed by Purcell is hereby approved by this Court pursuant to the provisions of Section 193 of the ABCA and will, upon the filing of the Articles of Arrangement, be binding on Purcell, Tenergy Energy Corp., Tenergy Finance Corp., Purcell Shareholders, Tenergy Finance Corp. Shareholders and all other persons.
2. The Articles of Arrangement in respect of the Arrangement be filed pursuant to the provisions of Section 193 of the ABCA on such date as Purcell determines, provided that such date is not later than November 30, 2005.

3. Service of this Order shall be made on all such persons who appeared on this application, either by counsel or by person, and upon the Executive Director.



J.C.Q.B.A.

ENTERED at Calgary, Alberta, this
28th day of October, 2005.

V.A. BRANDT



Clerk of the Court of Queen's Bench of
Alberta

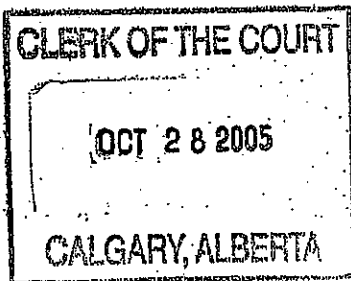
ACTION NO.: 0501-13973

IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF SECTION 193 OF THE
BUSINESS CORPORATIONS ACT, R.S.A.
2000, C. B-9, AS AMENDED;

AND IN THE MATTER OF A PLAN OF
ARRANGEMENT PROPOSED BY PURCELL
ENERGY LTD. INVOLVING PURCELL
ENERGY LTD., TENERGY LTD., TENERGY
FINCO LTD., PURCELL SHAREHOLDERS
AND TENERGY FINCO SHAREHOLDERS

ORDER



BURNET, DUCKWORTH & PALMER, LLP
Barristers and Solicitors
1400, 350 - 7th Avenue S.W.
Calgary, Alberta
T2P 3N9.

Telephone: (403) 260-0352
Facsimile: (403) 260-0332
Barry R. Crump

Our File No.: 51235-45

EXHIBIT A

PLAN OF ARRANGEMENT

UNDER SECTION 193

OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)**ARTICLE 1**
INTERPRETATION

1.1 In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) "ABCA" means the Business Corporations Act, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (b) "Adjustment Amount" means an amount equal to Purcell's debt outstanding at the Effective Time, less: (i) transaction costs associated with the Arrangement; (ii) estimated corporate taxes payable by Purcell for its taxation year which includes the Effective Date; and (iii) amounts to be retained by Purcell following the Arrangement for working capital purposes;
- (c) "Arrangement" means the arrangement under Section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments thereto made (i) in accordance with the Arrangement Agreement, (ii) in accordance with Article 6 or (iii) at the direction of the Court;
- (d) "Arrangement Agreement" means the arrangement agreement between Purcell and Tenergy dated as of September 26, 2005, as amended and restated from time to time, providing for, among other things, this Plan of Arrangement and the Arrangement;
- (e) "Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been made to give effect to the Arrangement;
- (f) "Business Day" means any day excepting a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (g) "Cash Distribution" means a cash amount to be distributed to Purcell Shareholders equal to approximately the Sale Proceeds less the Adjustment Amount;
- (h) "Certificate" means the certificate or certificates or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement;
- (i) "Court" means the Court of Queen's Bench of Alberta;
- (j) "Depositary" means Olympia Trust Company;
- (k) "Dissenting Shareholders" means registered Purcell Shareholders who validly exercise the rights of dissent provided to them under the Interim Order;
- (l) "Effective Date" means the date shown on the registration statement issued by the Registrar giving effect to the Arrangement;

- (m) "Effective Time" means 12:01 a.m. (Calgary time) on the Effective Date;
- (n) "Final Order" means the final order of the Court approving the Arrangement, as such order may be amended by the Court at any time and from time to time prior to the Effective Time;
- (o) "Information Circular" means the management proxy circular of Purcell to be sent by Purcell to the Purcell Shareholders to, *inter alia*, consider and, if determined advisable, approve the Arrangement;
- (p) "Interim Order" means the interim order of the Court in relation to the Arrangement, as such order may be amended by the Court at any time and from time to time;
- (q) "Letter of Transmittal" means the letter of transmittal accompanying the Information Circular sent to the Purcell Shareholders;
- (r) "Meeting" means the special meeting of holders of Purcell Shares to be held to consider the Arrangement, and any adjournment thereof;
- (s) "net asset value" means the net asset value of Tenergy as described in the Information Circular;
- (t) "Paid-Up Capital" means paid-up capital for the purposes of the Tax Act;
- (u) "Per Share Cash Distribution" means the amount obtained when the Cash Distribution is divided by the number of Purcell Shares on the Effective Date;
- (v) "Plan of Arrangement" or "Plan" means this Plan of Arrangement, including any amendment hereto or variation hereof;
- (w) "Prairie Schooner Share" means a common share in the capital of Prairie Schooner Petroleum Ltd., a corporation incorporated under the ABCA, up to 3,020,000 of which shall be held by Purcell immediately prior to the Effective Time;
- (x) "Purcell" means Purcell Energy Ltd., a corporation incorporated under the ABCA;
- (y) "Purcell Note" means the unsecured, subordinated promissory note having substantially the terms summarized in Schedule A attached hereto issuable by Purcell pursuant to the Plan in an amount equal to the aggregate principal amounts of the Tenergy Warrant Notes and Tenergy Notes;
- (z) "Purcell Shares" means the common shares in the capital of Purcell and "Purcell Shareholder" means the holders from time to time of Purcell Shares;
- (aa) "Registrar" means the Registrar appointed under Section 263 of the ABCA;
- (bb) "Sale Proceeds" means the cash proceeds received by Purcell on the sale of certain assets and properties to Crescent Point General Partner Corp., Crescent Point Resources Limited Partnership and Prairie Schooner Petroleum Ltd.;
- (cc) "Tax Act" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1. (5th Supp), as amended, including the regulations promulgated thereunder, as amended from time to time;
- (dd) "Tenergy" means Tenergy Ltd., a corporation incorporated under the ABCA;
- (ee) "Tenergy Assets" means the assets transferred by Purcell to Tenergy pursuant to the Arrangement;

- (ff) "Tenergy Common Shares" means the common shares in the capital of Tenergy;
- (gg) "Tenergy Conveyance" means the transactions whereby Purcell will convey the Tenergy Assets to Tenergy in consideration for the Tenergy Preferred Shares;
- (hh) "Tenergy Finco" means Tenergy Finco Ltd., a corporation incorporated under the ABCA;
- (ii) "Tenergy Finco Common Shares" means the common shares in the capital of Tenergy Finco;
- (jj) "Tenergy Notes" means the unsecured, subordinated promissory notes having substantially the same terms summarized in Schedule C attached hereto issuable by Tenergy pursuant to the Arrangement and having a principal amount per Tenergy Note of \$0.59, subject to adjustment based on the net asset value of Tenergy on the Effective Date and the number of Tenergy Common Shares outstanding on the Effective Date;
- (kk) "Tenergy Preferred Shares" means the preferred shares issued by Tenergy to Purcell in satisfaction of the purchase price of the Tenergy Assets under the Tenergy Conveyance;
- (ll) "Tenergy Warrant Notes" means the unsecured, subordinated promissory notes having substantially the same terms summarized in Schedule B attached hereto issuable by Tenergy pursuant to the Arrangement having a principal amount per Tenergy Warrant Note of \$0.01; and
- (mm) "Tenergy Warrants" means common share purchase warrants of Tenergy entitling the holder to acquire 0.2 of a Tenergy Common Share at a price equal to the principal amount of a Tenergy Note which amount may be satisfied by the delivery of one (1.0) Tenergy Note.

1.2 The division of this Plan of Arrangement into Articles, sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the interpretation of this Plan of Arrangement.

1.3 Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Exhibit by number or letter or both refer to the specified Article, Section, subsection, paragraph or Exhibit, respectively, bearing that designation in this Plan of Arrangement. The Exhibits are incorporated herein and are an integral part hereof.

1.4 In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons include natural persons, firms, trusts, partnerships, associations, corporations, joint ventures, governmental bodies and other legal or business entities of any kind.

1.5 In the event that any date on or by which any action is required or permitted to be taken hereunder is not a Business Day in the place where the action is required to be taken, such action shall be required or permitted to be taken on or by the next succeeding day which is a Business Day.

1.6 Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.7 Any reference in this Plan of Arrangement to a statute includes such statute as amended, consolidated or re-enacted from time to time, all regulations made thereunder, all amendments to such regulations from time to time, and any statute or regulation which supersedes such statute or regulations.

ARTICLE 2
ARRANGEMENT AGREEMENT

- 2.1 This Plan of Arrangement is made pursuant to the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (i) the Purcell Shareholders; (ii) Purcell; (iii) Tenergy; (iv) Tenergy Finco; and (v) the holders of the Tenergy Finco Common Shares.
- 2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate 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 Commencing at the Effective Time, 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 provided herein:
- (a) the Purcell Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Purcell (free of any claims) and be cancelled and cease to be outstanding, and as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as securityholders of Purcell other than the right to be paid the fair value of their Purcell Shares in accordance with Article 4;
 - (b) Tenergy shall issue to Purcell the number of Tenergy Warrant Notes and Tenergy Notes equal to the number of Purcell Shares on the Effective Date in exchange for Purcell issuing to Tenergy the Purcell Note;
 - (c) Purcell shall distribute to Purcell Shareholders as a combination of a return of Paid-Up Capital and reduction of legal stated capital (up to the Paid-Up Capital of the Purcell Shares) and a dividend (equal to the amount, if any, of such distribution in excess of the Paid-Up Capital of the Purcell Shares) (i) 0.0556 of a Prairie Schooner Share, (ii) the Per Share Cash Distribution, (iii) one (1.0) Tenergy Warrant Note and (iv) one (1.0) Tenergy Note for each Purcell Share held;
 - (d) each holder of a Tenergy Warrant Note shall transfer (1.0) Tenergy Warrant Note to Tenergy in consideration for Tenergy issuing one (1.0) Tenergy Warrant to such Purcell Shareholder;
 - (e) each holder of a Tenergy Warrant shall elect pursuant to the Letter of Transmittal whether or not to exercise such Tenergy Warrant or, if no choice is indicated, be deemed to have elected to exercise such Tenergy Warrant, and where such election is made and a Tenergy Warrant is exercised shall transfer to Tenergy one (1.0) Tenergy Note, each such Tenergy Note representing the exercise price under the Tenergy Warrants, and such Tenergy Warrants shall be exercised in exchange for 0.2 of one (1.0) Tenergy Common Share;
 - (f) the Tenergy Conveyance shall become effective and Tenergy shall issue and deliver to Purcell that number of Tenergy Preferred Shares as is specified in the Tenergy Conveyance;
 - (g) Tenergy shall redeem all the Tenergy Preferred Shares in consideration for the transfer to Purcell by Tenergy of the Purcell Note;
 - (h) each Tenergy Finco Common Share will be transferred to Tenergy in exchange for one (1) Tenergy Common Share;

- (i) the Purcell Shares shall be consolidated on a one-for-five basis;
- (j) the one (1.0) Tenergy Common Share held by Purcell will be cancelled for a payment of \$10;
- (k) all remaining Tenergy Warrants and Tenergy Notes held by a holder who has not elected or been deemed to have elected to exercise Tenergy Warrants pursuant to Section 3.1(e) shall be cancelled and Tenergy will pay, as consideration for such cancellation, (i) in the case of a Tenergy Note, the principal amount of such Tenergy Note and (ii) in the case of a Tenergy Warrant, \$0.01, all such amounts payable in cash or in Tenergy Common Shares, at the option of Tenergy; and
- (l) the Articles of Purcell shall be amended to change the name of Purcell to Point North Energy Ltd.

3.2 With respect to each holder of Purcell Shares (other than a Dissenting Shareholder) at the Effective Time:

- (a) upon the distribution to Purcell Shareholders of Prairie Schooner Shares, the Cash Distribution, Tenergy Warrant Notes and Tenergy Notes pursuant to Section 3.1(c):
 - (i) each such Purcell Shareholder shall be added to the register of holders of Tenergy Warrant Notes;
 - (ii) each such Purcell Shareholder shall be added to the register of holders of Tenergy Notes;
 - (iii) each such Purcell Shareholder shall be added to the register of holders of Prairie Schooner Shares; and
 - (iv) The stated capital of the Purcell Shares shall be reduced by the lesser of: (i) the aggregate Paid-Up Capital of the Purcell Shares immediately before the Effective Time; and (ii) the fair market value of the distributions under Section 3.1(c);
- (b) upon the exchange by Purcell's Shareholders of Tenergy Warrant Notes for Tenergy Warrants pursuant to Section 3.1(d):
 - (i) each such Purcell Shareholder shall be added to the register of holders of Tenergy Warrants; and
 - (ii) such Purcell Shareholder shall cease to be a holder of Tenergy Warrant Notes and the name of such holder shall be removed from the register of holders of Tenergy Warrant Notes as it relates to the Tenergy Warrant Notes so exchanged;
- (d) upon the exercise of Tenergy Warrants and the exchange of Tenergy Notes for Tenergy Common Shares pursuant to Section 3.1(e):
 - (i) each such former holder of Tenergy Notes shall be added to the register of holders of Tenergy Common Shares; and
 - (ii) such former holder of Tenergy Notes shall cease to be a holder of the Tenergy Notes so exchanged and the name of such holder shall be removed from the register of holders of Tenergy Notes as it relates to the Tenergy Notes so exchanged;
- (e) upon the issuance and delivery of Tenergy Preferred Shares to Purcell pursuant to Section 3.1(f), Purcell shall be added to the register of holders of Tenergy Preferred Shares;
- (f) upon the redemption by Tenergy of the Tenergy Preferred Shares in consideration for the transfer to Purcell by Tenergy of the Purcell Note pursuant to Section 3.1(g):

- (i) Purcell shall cease to be a holder of the Tenergy Preferred Shares so redeemed and shall be removed from the register of holders of Tenergy Preferred Shares as it relates to the Tenergy Preferred Shares so redeemed; and
- (ii) Tenergy shall cease to be a holder of the Purcell Note so transferred and shall be removed from the register of holders of Purcell Note as it relates to the Purcell Note so redeemed;
- (g) upon the transfer of Tenergy Finco Common Shares to Tenergy in exchange for Tenergy Common Shares pursuant to Section 3.1(h):
 - (i) each such former holder of Tenergy Finco Common Shares shall be added to the register of holders of Tenergy Common Shares;
 - (ii) such former holder of Tenergy Finco Common Shares shall cease to be a holder of the Tenergy Finco Common Shares so exchanged and the name of such holder shall be removed from the register of holders of Tenergy Finco Common Shares as it relates to the Tenergy Finco Common Shares so exchanged; and
 - (iii) Tenergy shall become the holder of the Tenergy Finco Common Shares so exchanged and shall be added to the register of holders of Tenergy Finco Common Shares;
- (h) upon the consolidation of Purcell Shares pursuant to Section 3.1(i), the number of Purcell Shares registered to each such Purcell Shareholder shall be adjusted on the register of holders of Purcell Shares to reflect the consolidation pursuant to Section 3.1(i); and
- (i) upon the cancellation of the one (1) Tenergy Common Share held by Purcell pursuant to Section 3.1(j), Purcell shall cease to be a holder of such Tenergy Common Share so cancelled and the name of Purcell shall be removed from the register of holders of Tenergy Common Shares as it relates to the Tenergy Common Share so cancelled.

ARTICLE 4 DISSENTING SHAREHOLDERS

4.1 Each registered holder of Purcell Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Purcell Shares and shall only be entitled to be paid the fair value of the holder's Purcell Shares by Purcell. The fair value of the Purcell Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the holders of Purcell Shares at the Meeting; but in no event shall Purcell or Tenergy be required to recognize such Dissenting Shareholder as a shareholder of Purcell or Tenergy after the Effective Time and the names of such holders shall be removed from the register of shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

ARTICLE 5 OUTSTANDING CERTIFICATES, FRACTIONAL SECURITIES AND WITHHOLDING

5.1 From and after the Effective Time, certificates formerly representing Purcell Shares shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 3.1, to receive the fair value of the Purcell Shares represented by such certificates.

5.2 Purcell and Tenergy shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Purcell Shares under the Arrangement of a duly completed Letter of Transmittal and

the certificates representing such Purcell Shares, either:

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

certificates representing the number of consolidated Purcell Shares, Prairie Schooner Shares and Tenery Common Shares issued to such holder under the Arrangement and the aggregate amount of cash that such holder is entitled to receive under the Arrangement.

5.3 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Purcell Shares that was entitled to receive distributions and be subject to consolidation pursuant to Section 3.1 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 Depository will issue and deliver in exchange for such lost stolen or destroyed certificate the consideration 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. The person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to each of Purcell and Tenery and their respective transfer agents, which bond is in form and substance satisfactory to each of Purcell and Tenery and their respective transfer agents, or shall otherwise indemnify Purcell and Tenery and their respective transfer agents against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.4 All dividends paid or distributions made in respect of Purcell Shares, Tenery Warrants, Tenery Warrant Notes, Tenery Notes, Tenery Common Shares and Prairie Schooner Shares allotted and issued pursuant to this Arrangement but for which a certificate representing Purcell Shares, Tenery Warrants, Tenery Warrant Notes, Tenery Notes, Tenery Common Shares and Prairie Schooner Shares as the case may be, has not been delivered to such holder, shall be paid or delivered to the Depository to be held in trust for the registered holder thereof. The Depository 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 Depository in such form as the Depository may reasonably require, such dividends or distributions to which such holder, is entitled, net of applicable withholding and other taxes.

5.5 Any certificate formerly representing Purcell Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature including the right of the holder of such Purcell Shares to receive: (i) Tenery Warrant Notes; (ii) Tenery Notes; (iii) Tenery Warrants, (iv) Purcell Shares; (v) Prairie Schooner Shares; (vi) Tenery Common Shares; and (vii) the cash payment described in Section 3.1.

5.6 Purcell or the Depository shall be entitled to deduct and withhold from any amount otherwise payable to any Purcell Shareholder such amount as Purcell or the Depository is required to deduct and withhold with respect to the making of such payment under applicable laws, including but not limited to any provision of laws relating to taxation. To the extent that amounts are so withheld by Purcell or the Depository, such withheld amounts shall be treated for all purposes of this Plan of Arrangement as having been paid to the Purcell Shareholders in respect of which such deduction and withholding was made by Purcell or the Depository.

5.7 No certificates representing fractional Purcell Shares, Tenery Common Shares or Prairie Schooner Shares shall be issued under this Arrangement. In lieu of any fractional share certificate, each registered Purcell Shareholder otherwise entitled to a fractional interest in a share will receive the nearest whole number of shares.

5.8 The Depository shall deduct and withhold from any consideration otherwise payable pursuant to transactions contemplated by this Arrangement to any Purcell Shareholder such amounts as it determines are required or permitted to be deducted and withheld with respect to such payments under the Tax Act, the United States *Internal Revenue Code of 1986* or any provision of provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof

as having been paid to the Purcell Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 6
AMENDMENT

6.1 Purcell and Tenergy 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: (i) set out in writing; (ii) approved by the other parties; (iii) filed with the Court and, if made following the Meeting, approved by the Court; and (iv) communicated to holders of Purcell Shares and holders of Tenergy Finco Common Shares, if and as required by the Court.

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Purcell or Tenergy at any time prior to or at the Meeting (provided that the other parties shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

6.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if it is consented to by each of Purcell and Tenergy.

6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made prior to or following the Effective Time unilaterally by Purcell, provided that it concerns a matter which, in the reasonable opinion of Purcell, 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 Purcell, or any former holder of Purcell Shares.

SCHEDULE A

TERMS OF THE PURCELL NOTE

1. *Issuance*

Under the Arrangement, Purcell shall create and issue the Purcell Note on the Effective Date.

2. *Global Note Certificate*

Pursuant to the Plan of Arrangement, the Purcell Note will be issued to Tenergy under a global note certificate.

3. *Unsecured/Interest*

The Purcell Note is unsecured and bears interest from the date of issue at 12% per annum. Interest is payable for each month during the term, on the 15th day of the month following such month, or the next business day if such day is not a business day. The first interest payment is due on November 15, 2005 for the period commencing on the Effective Date and ending on October 31, 2005. The Purcell Note will rank *pari passu* with all other unsecured indebtedness of Purcell.

4. *Maturity Payment*

December 31, 2005, subject to extension at the mutual agreement of the holder(s) thereof and Purcell.

SCHEDULE B
TERMS OF TENERGY WARRANT NOTES

1. ***Issuance***

Under the Arrangement, Tenenergy shall create and issue the Tenenergy Warrant Notes on the Effective Date.

2. ***Global Note Certificate***

Pursuant to the Plan of Arrangement, Tenenergy Warrant Notes will be issued to Purcell under a global note certificate and will subsequently be distributed to Purcell Shareholders.

3. ***Unsecured/Interest***

The Tenenergy Warrant Notes are unsecured and bear interest from the date of issue at 12% per annum. Interest is payable for each month during the term, on the 15th day of the month following such month, or the next business day if such day is not a business day. The first interest payment is due on November 15, 2005 for the period commencing on the Effective Date and ending on October 31, 2005. The Tenenergy Warrant Notes will rank *pari passu* with all other unsecured indebtedness of Tenenergy.

4. ***Maturity Payment***

December 31, 2005, subject to extension at the mutual agreement of the holders thereof and Tenenergy. Tenenergy, at its option, may repay the principal amount of the Tenenergy Warrant Notes in cash or in Tenenergy Common Shares. If the Tenenergy Warrant Notes are repaid in Tenenergy Common Shares, Tenenergy will issue the number of Tenenergy Common Shares equal to the number obtained when the principal amount of a Tenenergy Warrant Note is divided by the Tenenergy Common Share net asset value.

SCHEDULE C
TERMS OF THE TENERGY NOTES

1. ***Issuance***

Under the Arrangement, Tenergy shall create and issue the Tenergy Notes on the Effective Date.

2. ***Global Note Certificate***

Pursuant to the Plan of Arrangement, Tenergy Notes will be issued to Purcell under a global note certificate and will subsequently be distributed to Purcell Shareholders.

3. ***Unsecured/Interest***

The Tenergy Notes are unsecured and bear interest from the date of issue at 12% per annum. Interest is payable for each month during the term, on the 15th day of the month following such month, or the next business day if such day is not a business day. The first interest payment is due on November 15, 2005 for the period commencing on the Effective Date and ending on October 31, 2005. The Tenergy Notes will rank *pari passu* with all other unsecured indebtedness of Tenergy.

4. ***Maturity Payment***

December 31, 2005, subject to extension at the mutual agreement of the holders thereof and Tenergy. Tenergy, at its option, may repay the principal amount of the Tenergy Notes in cash or in Tenergy Common Shares. If the Tenergy Notes are repaid in Tenergy Common Shares, Tenergy will issue the number of Tenergy Common Shares equal to the number obtained when the principal amount of a Tenergy Note is divided by the Tenergy Common Share net asset value.

Alberta


ARTICLES OF AMENDMENT

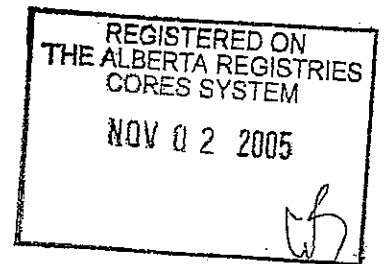
1. Name of Corporation	2. Corporate Access Number
PURCELL ENERGY LTD.	2010793004

3. Pursuant to Section 193 of the *Business Corporation Act* (Alberta);

(i) the share capital of the Corporation is hereby amended in accordance with subsection 3.1(i) of the Plan of Arrangement by the consolidation of all of the currently issued and outstanding Common Shares of the Corporation on the basis of one (1) new Common Share for every five (5) Common Shares presently issued and outstanding; and

(ii) the name of the Corporation is hereby amendment in accordance with subsection 3.1(l) of the Plan of Arrangement by changing the name of Purcell Energy Ltd. to **Point North Energy Ltd.**

4. DATE	SIGNATURE	TITLE
Nov. 2, 2005		DIRECTOR



Name/Structure Change Alberta Corporation - Registration Statement

Service Request Number: 7907234

Corporate Access Number: 2010793004

Legal Entity Name: PURCELL ENERGY LTD.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: POINT NORTH ENERGY LTD.

New French Equivalent Name:

Nuans Number: 84577588

Nuans Date: 2005/09/22

French Nuans Number:

French Nuans Date:

Share Structure: SEE SCHEDULE "A" ATTACHED HERETO

Share Transfers Restrictions: NONE

Number of Directors:

Min Number Of Directors: 3

Max Number Of Directors: 9

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO

BCA Section/Subsection: 193

Professional Endorsement Provided:

Future Dating Required:

Annual returns are outstanding for the 2004 file year(s).

Annual Return

No Records returned

Attachment

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Attachment Type	Microfilm Bar Code	Date Recorded
Statutory Declaration	10000402000624090	2003/12/01
Share Structure	ELECTRONIC	2003/12/01
Other Rules or Provisions	ELECTRONIC	2004/05/26
Articles/Plan of Arrangement/Court Order	10000304100410484	2005/11/02
Consolidation, Split, Exchange	ELECTRONIC	2005/11/02

Registration Authorized By: BRUCE A. HIBBARD
SOLICITOR

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POINT NORTH ENERGY LTD	AB 84577588	2005Se22
	PROP.BENNETT	
POINT NORTH ENERGY	AB 84363027	2005Au29
	PROP.TOWN	
POINT ENERGY LTD	Ab 2010626493	2003Au22
	1-11Drs	2005Jn02
NORTHPOINT ENERGY LTD	Ab 2010520183	2003Jn12
	StrucChg 1-11Drs	2003Se23 2005Au16
POINT INC	Ab 0218430916	1999Au23
DEVELOP, SELL, DISTR	E.P.Corp Form StrucChg Nu1999Jl15	2004De29
POINTS NORTH DIESEL SERVICES	Ab TN9964727	2002Jn28
MECHANICAL SERVICES	Trade_Name Commence Nu2002Mr29	
THE POINTE NORTH LTD	Ab 0206002925	1994Fe18
	New_Name Nu1995Mr15	2005Mr05
TRUE NORTH ENERGY SERVICES	Ab TN7799976	1998A103
WELL SITE PRODUCTION	Trade_Name Commence Nu1997De01	
POINTS NORTH MECHANICAL SERVICES LTD	Ab 0218851350	2000Jn15
HEAVY DUTY ME V9P 1L2	E.P.Corp Form Nu2000Ma24	2004Jl27
POINT WELL SERVICING	Ab TN7299118	1997Mr04
CALGARY T2P 4X7		Trade_Name
POINT WELL SERVICING	Ab TN7969900	1998Au21
WELL SERVICING	Trade_Name Commence Nu1998Au01	
NORTHPINE ENERGY LTD	Ab 2010931588	2004Fe25
	StrucChg 1-11Drs	2005Jn07 2005Jl27
NORTH AMERICAN ENERGY PARTNERS INC	Ab 2110899552	2004Fe05
CONSTRUCTION T7X 3G7	E.P.Corp Form Nu2003Oc17	2005Se07
NORTHLINE ENERGY LTD	Ab 0208089003	1998No27
	Amalgn 1-15Drs	2005Ja05
NORTH POINT INDUSTRIES LTD	Ab 0219630696	2001No30
HEAVY CONSTRU T8W 2G5	E.P.Corp Form Nu1994Ja12	2005Ma04
NORTH POINT	Ab TN9524745	2001Se19
CONTRACTING	Trade_Name Commence Nu2001Se01	
NORTH AMERICAN ENERGY PARTNERS INC	CD 6150888	2003Oc17
AB		

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NORTHERN LITE POWERLINE
CONSTRUCTION AND MAI

Ab TN8410870
Trade_Name Commence Nu1999J123

1999Au05

POINT ENERGY INC

Ab 0205748726
*Struck New_Name Nu1993Se24

1993J127

1998Oc15

CANADA NORTH ENERGY LIMITED PARTNERSHIP
CALGARY T2P OM2

Ab LP10404663
LtdPartshp

2003A107

2003Ma27

NEW POINT ENERGY CORP

Ab 0206708729
New_Name Nu2002Ja02

1995Oc06

2005A126

POINT OF FORM
HOME DESIGN & DRAFTI

Ab TN9856998
Trade_Name Commence

2002A124

NORTHPOINT INDUSTRIES LTD

Ab 0208234187
New_Name 1-7Drs Nu2000Ma17

1999Mr22

2004Au26

NORTH POINT PLUMBING AND HEATING LTD

Ab 0203562434
Reviv 1=Drs 1998De22

1986De08

2004De23

HIGH POINT RESOURCES INC

Ab 2010198741
Amalgn 1-10Drs

2003Ja01

2005Au18

PH WIND ENERGY INC

Ab 2011023161
New_Name StrucChg 1-10Drs Nu2005Ja27

2004A114

2005A105

NORTHPOINTE OUTDOOR ADVENTURES INCORPORATED
BC

CD 6195008

2004Fe16

PAN ORIENT ENERGY CORP

AB 83832737
PROP. SUNDROP

2005Jn29

NORTH POINT ELK RANCH INC

Ab 0207246687
Ex2000Mr01 *OldCpName

1997Ja23

2005Ja20

NORTHPOINTE LIMITED PARTNERSHIP
CALGARY T2R 1J4

Ab LP8463572
LtdPartshp

1999Se17

NOR-PENN ENERGY LTD

AB 84124102
PROP. BURDUCK

2005Au02

NORTH POINT CONCRETE
CONCRETE

Ab TN10462604
Trade_Name Commence Nu2003Ma07

2003Ma09

NORTHPOINT EQUIPMENT & SUPPLY INC

Ab 0204148506

1990Ja16

2005Ja18

MARBLE POINT ENERGY LTD

AB 83472189
PROP. LICCO

2005Ma19

? POINT NORTH ENERGY LTD.	84577588 ALBERTA	PAGE 3/6 2005Se22
=====		
NORTHPOINT OILFIELD CONSULTING INC	Ab 0207246687 .New_Name Nu2000Mr01	1997Ja23 2005Ja20
NORTHLINE ENERGY SERVICES INC	Ab 0207339961 StrucChg 1-15Drs 2000No17	1997A103 2005Ma05
WEST POINT ENGINEERING	Ab CRY075754	1983Ma11 Trade_Name
PAN ORIENT ENERGY CORP	Ab 0209122092 New_Name StrucChg Amalgn 3-15Drs	2000De31 2005Jn30
PAN ORIENT ENERGY LTD	Ab 2011038003 New_Name StrucChg 1-11Drs Nu2004No19	2004A121 2005Mr10
NORTHPOINTE DENTAL CLINIC DENTIST	Ab TN8747446 Trade_Name Commence Nu2000Mr31	2000A110 2005Mr31
POINT MOTORS	Ab CRY058392	1981No30 Trade_Name
NORTHPOINTE BUILDERS INC	Ab 2011724859 1-15Drs	2005Ma25 2005Au11
TRIPPOINT ENERGY LTD	Ab 2010535470 New_Name 1-11Drs Nu2004Ja22	2003Jn23 2005Jn16
NORTH POINTE CHEVROLET GEO OLDSMOBILE INC METRO TORONT	CD 3332624	1997Ja01 Notice 2005Se19
SIX POINT OILFIELD SERVICES INC	AB 84260883 PROP.AMAALTA	2005Au17
POINT'S NORTH DRILLING LTD	Ab 0205733835 *Struck New_Name Nu1993Se15	1993J112 1996Ja01
POINT AUTO	Ab CRY043706	1980Se22 Trade_Name
NORTHPOINT CONCRETE LIMITED	Ab 2010601090 1-9Drs	2003Au06 2004De20
CLEAR NORTH ENERGY INC ON	CD 6293573	2004Oc05
HIGH POINT EQUIPMENT LTD	Ab 0204958466 New_Name Nu1992Ma05	1991Ma27 2005Ma10
NORTH POINT TRANSPORT LIMITED	Ab 0205542012	1993Fe03 2005Mr01

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NORTHPOINTE LAND & CAPITAL CORP

Ab 0208427823
1-11Drs

1999Au19
2004No19

NORTH POINT ON NINTH INC

Ab 0209578855
New_Name 1-7Drs Nu2002Fe25

2001Oc25
2004Oc13

NORTH POINT MORTGAGE (NO. 1) CORP
INVESTMENT AN V6E 3G2

Ab 0218752491
E.P.Corp Form StrucChg Nu1999Fe11

2000A112
2005J113

HIGH POINT FURNITURE & INTERIORS INC

AB 84298361
PROP.ONESTOP

2005Au22

CANADA NORTH ENERGY LIMITED

Ab 2010232680
1-10Drs

2002De20
2005Fe25

NORTH POINT DRYWALL SERVICES CO.

Ab CRY101781

1985Fe22
Partnrship

HORNET ENERGY LTD
AQUIRE, EXPLO T2P 4L2

Ab 0219192697
E.P.Corp Form Amalgn Nu2000De31

2001Fe09
2005Mr09

ENERGIE HORNET LTEE
AQUIRE, EXPLO T2P 4L2

Ab 0219192697
E.P.Corp Form Amalgn Nu2000De31 FrEqv

2001Fe09
2005Mr09

SIX POINT OILFIELD SERVICES LTD

Ab 2011884364

2005Au23
1-7Drs

THREE POINT INDUSTRIES
BOBCAT WORK

Ab TN9604430
Trade_Name Commence Nu1997Ma12

2001No13

NORTHPOINT ENVIRONMENTAL SERVICES LTD

Ab 0206417370
*Struck

1995Fe06
1997Au01

PHOENIX ENERGY INC

AB 84273886
PROP.LICCO

2005Au18

POWERPOINT SURVEYS LTD

Ab 2011745623

2005Jn03
1-7Drs

POINTS NORTH OILFIELD SERVICES
OILFIELD SERVICES

Ab TN9961541
Trade_Name Commence

2002Jn26

POINT AUTO SERVICE

Ab MDH001511

1964Jn19
Trade_Name

POINT AUTO SERVICE

Ab MDH001625

1967Fe06
Partnrship

HIGH POINT ENERGY CORP

Ab 0206075723
*Amalgd New_Name Nu1994Jn24

1994A115
1995Se12

LATEST NUANS UPDATES - Canada 2005Se20,

Alberta 2005Se19

CONTENTS OF THIS REPORT ARE DEPENDENT ON THE INPUT PARAMETERS
 SELECTED BY THE USER. PENDING APPLICATIONS ARE UPDATED WHERE NECESSARY
 AT ADVERTISEMENT AND REGISTRATION. TYPICALLY THERE IS A 6 WEEK LAPSE
 BETWEEN FILING & AVAILABILITY FOR SEARCH. ERRORS/OMISSIONS SHOULD BE
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? POINT NORTH

POINTS NORTH	1226423	39,16,35,42.	Printed matter, namely airline
Prop.use	2004Au09	Advertised	schedules, airline tickets, ticket > AIR NORTERRA INC.
*			
ENERGY NORTH	1100625 TMA 592068	42,4,37,	Oil and gas exploration and
Use-1996	2001Al23 2003Oc09		development. ENERGY NORTH INC.
*			
NORTHPOINT COMMUNICATIONS		38,9,	Telecommunication services, namely business
Aband-36	1045496-		and personal communica>
Prop.use	2000Fe07		NORTHPOINT COMMUNICATI
*			
NORTHPOINT CANADA COMMUNICATIONS ENTERPR		38,9,	Telecommunications services,
Aband-36	1071080-		namely business and personal communic>
Prop.use	2000Au15		NORTHPOINT COMMUNICATI
*			
CENTERPOINT ENERGY	1154308	39,4,	Leasing of energy facilities and
Prop.use	2002Se30	Allowed	infrastructure; space conditionin> CENTERPOINT ENERGY, IN
*			
HIGHPOINT	1064860	9,38.	Wireless communication equipment, namely,
Use-2000Al01	2000Jn27	Allowed	base station antennas, b> SPIKE TECHNOLOGIES, IN
*			
"POINT";	409207 TMA 231609	25,10,16,9.	Bas, chaussettes, collants,
	1977Al04 1979Ja26		sous-vetements et lingerie de corps no> SOCIETE ANONYME TEXTIL
*			
NORTHPOINT;	691368 TMA 408456	16.	Periodical publications, namely
Use-1964J1	1991Oc15 1993Fe19		newsletters and magazines. ONTARIO ASSOCIATION OF
*			
POINTS NORTH	802018 TMA 505943	33.	Wine; fermented alcoholic beverages.
	1996Ja18 1998De29		ANDRES WINES LTD.,
*			
NORTHPOINT	849169 TMA 509793	35,9,42.	Computer software for
Use-1997Ma	1997Jn26 1999Mr23		performing risk analysis relating to the dep> NORTHPOINT SOFTWARE VE
*			
"POINT"	993235 NFLD 3235	24,25,10.	Woollen blankets in the piece
	1949Mr31	or not in the piece	THE GOVERNOR AND COM
*			
POINTS NORTH CLOTHING COMPANY		25.	Outerwear, namely parkas, jackets, vests,
	1035562 TMA 552065		overcoats and snowmobile>
	1999No09 2001Oc05		WINNIPEG PANTS & SPORT
*			
HIGHPOINT	1080628 TMA 568839	19,16.	Paperboard.
	2000Oc26 2002Oc15		ASIA PULP & PAPER (CAN
*			
NORTHPOINT	1146663 TMA 594499	36,9,35,	Electric power purchase and
Use-2001No01	2002Jl10 2003No12		sale services; electric power brokerag> NORTHPOINT ENERGY SOLU

LE CONTENU DE CE RAPPORT DE MARQUE DE COMMERCE EST DEPENDANT DES
 PARAMETRES DES DONNEES CHOISIS PAR L'UTILISATEUR. LES DEMANDES EN
 SUSPENS SONT MISES-A-JOUR LORSQUE NECESSAIRE, LORS DE L'ANNONCE ET DE
 L'ENREGISTREMENT. TYPIQUEMENT, IL Y A UN DELAI DE 6 SEMAINES ENTRE LE
 DEPOT ET LA DISPONIBILITE POUR FIN DE RECHERCHE. TOUTES ERREURS
 /OMISSIONS DOIVENT-ETRE RAPPORTEES AU BUREAU DES MARQUES DE COMMERCE
 EN TELEPHONANT A (819) 994-9614.

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? POINT NORTH

*
 THE STEEL DOOR FROM THE NORTH 19,6.Portes d'acier.
 630686 TMA 400379
 1989A121 1992J124 PORTES CELCO INC.,

*
 NORTHERN CRYSTAL 720888 TMA 429033 35,32,39,21;Bottled spring water.
 Use-1984A102 1993Ja25 1994Jn17 Operating a busi>
 DANONE WATERS OF NORTH

*
 POWER POINT 1075690 TMA 568911 17.Caulks.
 Use-2000Se18 2000Se21 2002Oc16 DAP BRANDS COMPANY

*
 POINTS NORTH 346632-TMA 185478 3,5.Cosmetics and toilet preparations,
 Use-1971J127 1971Se29 1972Se15 Expunged namely men's colognes and
 after> AMWAY CORPORATION

*
 NORTHERN LIGHT 1248588 19.Wood products, namely, sheathing and
 Use-1999De15 2005Fe25 Searched structural wood panels; plywo>
 CANADIAN FOREST PRODUC

*
 NORTHPOINT ; 1045495- 38,9,Telecommunication services, namely business
 Prop.use 2000Fe07 Aband-36 and personal communica>
 NORTHPOINT COMMUNICATI

*
 NORTHPOINT CANADA COMMUNICATIONS/ENTERPR 38,9,Telecommunications services,
 Aband-36 1071081- namely business and personal communic>
 Prop.use 2000Au15 NORTHPOINT COMMUNICATI

*
 POINTS NORTH 802269- 25,24.Men's, women's and children's clothing and
 Prop.use 1996Ja22 Aband40-3 footwear of all types, >
 STAX APPAREL LTD.

*
 H & POINT; 517350 TMA 299739 6,19,9,17.Pipes and conduits made of
 1984Fe22 1985Fe08 glass-reinforced plastics; moulded
 part> HOBAS ENGINEERING AG,

*
 NORTHPOLE 1231540 22,19,20,35.Portable shelters, namely, tents,
 Prop.use 2004Se24 Searched lawn tents, canopies, carports, >
 NORTHPOLE LIMITED CORP

*
 NORTH;; 537081 TMA 311413 9,5,10,25.Respirators for protection
 Use-1984Se01 1985Fe22 1986Fe14 against air contaminants; protective
 sp> SIEBE NORTH, INC.,

*
 NORTHERN PIGMENT E.S.M.C. MORTAR COLOURS 1,19.Colour additives for masonry
 725123 TMA 429652 and concrete applications.
 1993Mr19 1994Jn24 ELEMENTIS PIGMENTS, IN

TERMS AND CONDITIONS

Definitions:

'Customer' refers to a person, firm or other entity who receives a NUANS Report directly or indirectly from HP pursuant to a written agreement with HP, or who relies on such Report without the benefit of any written agreement with HP.

"HP" shall at all times refer to Hewlett-Packard (Canada) Co.

- (a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.
- (b) HP'S liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.
- (c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.
- (d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.
- (e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par 'client' une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme "HP" fait toujours référence à Hewlett-Packard (Canada) Cie

- (a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.
- (b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.
- (c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.
- (d) Le Client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.
- (e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.