À l'usage exclusif du ministère

Numéro de la société en Ontario

1210550

1.

Ontario

Ministry of Consumer and Commercial Relations

Ministère de la Consommation et du Commerce

CERTIFICATE

This is to certify that these articles are effective on

CERTIFICAT

Ceci certifie que les présents statuts entrent en vigueur le

NOVEMBER 27 NOVEMBRE, 1996

cul D. Ilis

Director / Directeur

Business Corporations Act / Loi de sur les compagnies

Form 4
Business Corporations Act

Formule 4
Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION
STATUTS DE FUSION

1. The name of the amalgamated corporation is: *Dénomination sociale de la société issue de la fusion:*

WESTHOPE CAPITAL CORP.

2. The address of the registered office is: *Adresse du siège social:*

56 Temperance Street, Fourth Floor

(Street & Number, or R.R. Number & if Multi-Office Building give Room No.)
(Rue et numéro, ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

Toronto, Ontario. M5H 3V5

(Name of Municipality or Post Office) *(Nom de la municipalité ou du bureau de poste)*

(Postal Code) *(Code postal)*

3. Number (or minimum and maximum number) of directors is: *Nombre (ou nombres minimal et maximal) d'administrateurs:*

Mimimum of 3 and maximum of 11

4. The director(s) is/are: *Administrateur(s):*

First name, initials and surname *Prénom, initiales et nom de famille*	Residence address, giving Street & No. or R.R. No., municipality and postal code *Adresse personnelle, y compris la rue et le numéro, le numéro de la R.R., le nom de la municipalité et le code postal*	Resident Canadian State Yes or No *Résident canadien Oui/Non*
James D. McCannell	R.R.#1,Box 917,556 Algoma Avenue, Port McNicoll, Ontario. LOK 1K0	Yes
Milton Klyman	2121 Bathurst Street, Suite 101, Toronto, Ontario. M5N 2P3	Yes
Fred Munger	2121 Bathurst Street, Suite 1011, Toronto, Ontario. M5N 2P3	Yes
Gordon Magrill	15 Canyon Avenue, Apartment 804, North York, Ontario. M3H 4X9	Yes

DYE & DURHAM
FORM 4 (B.C.A.)
08/96

CBR 197

(A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the Business Corporations Act on the date set out below. [X]

(A) Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176 (4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

Check A or B / Cocher A ou B

(B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below. [ ]

(B) *Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of

Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations *Dénomination sociale des sociétés qui fusionnent*	Ontario Corporation Number *Numéro de la société en Ontario*	Date of Adoption/Approval *Date d'adoption ou d'approbation*
REED LAKE EXPLORATION LTD.	672019	November 27, 1996
1198691 ONTARIO INC.	1198691	November 27, 1996

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.

Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There are no restrictions on the business on the business the Corporation may carry on nor on powers the Corporation may exercise.

7. The classes and any maximum number of shares that the corporation is authorized to issue:

Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre:

An unlimited number of common shares; and
An unlimited number of preference shares issuable in series.

attaching to each class of shares and directors authority with respect to any class of shares which is to be issued in series:

rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série:

The holders of the common shares shall be entitled to vote at all meetings of shareholders except meetings at which only holders of a specified class of shares are entitled to vote, and holders of common shares shall be entitled to one vote for each common share held and, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation upon the dissolution of the Corporation;

The rights, privileges, restrictions and conditions attaching to the preference shares as a class are as follows:

The preference shares may from time to time be issued in one or more series and, subject to the following provisions, and subject to the issuance by the Director appointed under the Business Corporations Act, or appropriate official designated by successive legislation as amended from time to time, of a Certificate of Amendment of Articles in respect thereof, the directors may by resolution fix from time to time before such issue the number of shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of preference shares including, without limiting the generality of the foregoing, the rate or amount of dividends or the method of calculating dividends, whether cumulative or non-cumulative, the date(s) and place(s) of payment thereof, the redemption, purchase for cancellation and/or conversion prices and terms and conditions of redemption, purchase and/or conversion (if any), any share purchase plan or sinking fund or other provisions and the restrictions (if any) respecting payment of dividends on any shares ranking junior to the preference shares.

The preference shares of each series shall, with respect to the priority in payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, rank on a parity with the preference shares of every other series of the same class and be entitled to preference over the common shares and over any other shares of the Corporation ranking junior to the preference shares. The preference shares of any series may also be given such other preferences, not inconsistent with these Articles, over the common shares and any other shares of the Corporation ranking junior to such preference shares as may be determined by the directors.

If any cumulative dividends, whether or not earned or declared, declared non-cumulative dividends, or amounts payable on the return of capital in respect of a series of preference shares are not paid in full, all preference shares of other series of the same class shall participate ratably in respect of accumulated cumulative dividends, declared non-cumulative dividends, and amounts payable on return of capital.

The preference shares of any series may be made convertible into common shares.

The holders of the preference shares shall be entitled to receive copies of the annual financial statements of the Corporation and the auditors' report thereon to be submitted to the shareholders of the Corporation at annual meetings and the holders of each series of preference shares shall have such rights to attend and vote at meetings of shareholders or restrictions on attendances or voting rights thereat as may be determined by resolutions of the board of directors; and

The holders of shares of a class or series shall not be entitled to vote separately as a class or series or to dissent upon a proposal to amend the Articles of the Corporation to:

(i) increase or decrease any maximum number of authorized shares of such class, or increase any maximum number of authorized shares of a class having rights or privileges equal or superior to the shares of such class;

(ii) effect an exchange, reclassification or cancellation of all or part of the shares of such class; or

(iii) create a new class of shares equal or superior to the shares of such class.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes:

None

10. Other provisions, if any, are:

Autres dispositions, s'il y a lieu:

Without limiting the borrowing powers of the Corporation as set forth in the Business Corporations Act, as amended from time to time, the Corporation may, from time to time, with or without the authority of any by-laws or the authorization of the shareholders:

(a) Borrow money upon the credit of the Corporation including by way of overdraft;

(b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantees of the Corporation whether secured or unsecured;

(c) Charge, mortgage, hypothecate, pledge or otherwise create a security interest in the undertaking or in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers and franchises, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantees or any other present or future indebtedness or liability of the Corporation; and

11. The statements required by subsection 178(2) of the Business Corporations Act are attached as Schedule "A".

Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe "A".

12. A copy of the amalgamation agreement or directors resolutions (as the case may be) is/are attached as Schedule "B".

Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe "B".

(Other Provisions ... continued)

(d) For the purpose of the Special Corporate Powers Act of the Province of Quebec, and without in any way limiting the powers conferred upon the Corporation and its directors by section 184 or any other provisions of the Business Corporations Act, the Corporation, for the purpose of securing any bonds, debentures or debenture stock which it is by law entitled to issue, may hypothecate, mortgage or pledge, and cede and transfer, any property, movable or immovable, present or future, which it may own in the Province of Quebec.

The foregoing powers or any of them may be exercised from time to time by the directors of the Corporation and may be delegated from time to time by them to any one or more persons whether or not directors or officers of the Corporation with or without the authority of any by-law to that effect.

These articles are signed in duplicate.	*Les présents statuts sont signés en double exemplaire.*

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers	*Dénomination sociale des sociétés qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.*

REED LAKE EXPLORATION LTD.

Per: [signature]

Milton Klyman
Secretary-Treasurer

1198691 ONTARIO INC.

Per: Gordon R. Wilton

Gordon R. Wilton,
President

SCHEDULE A

The undersigned, Milton Klyman, being the Secretary-Treasurer of REED LAKE EXPLORATION LTD. hereby states that:

1. There are reasonable grounds for believing that:

   (a) each of REED LAKE EXPLORATION LTD. and 1198691 ONTARIO INC. is and the corporation resulting from their amalgamation will be able to pay its liabilities as they become due;

   (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.

2. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

3. No creditor of either of the amalgamating corporations has notified such corporation that such creditor objects to the amalgamation.

4. Based on the statements made above, neither of the amalgamating corporations is obligated to give notice to any creditor.

DATED the 27th day of November, 1996.

Milton Klyman

SCHEDULE A

The undersigned, Gordon R. Wilton, being the President of 1198691 ONTARIO INC., hereby states that:

5. There are reasonable grounds for believing that:

   (a) each of REED LAKE EXPLORATION LTD. and 1198691 ONTARIO INC. is and the corporation resulting from their amalgamation will be able to pay its liabilities as they become due;

   (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.

6. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

7. No creditor of either of the amalgamating corporations has notified such corporation that such creditor objects to the amalgamation.

8. Based on the statements made above, neither of the amalgamating corporations is obligated to give notice to any creditor.

DATED the 27th day of November, 1996.

Gordon R. Wilton

Gordon R. Wilton

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This agreement dated the 15th day of October, 1996.

B E T W E E N:

REED LAKE EXPLORATION LTD., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as "Reed")

OF THE FIRST PART;

- and -

1198691 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as "Noco")

OF THE SECOND PART;

WHEREAS Reed and Noco have agreed to amalgamate so that upon the amalgamation becoming effective, shares of each of the amalgamating corporations will be exchanged for shares of the amalgamated corporation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants, warranties, representations and conditions hereinafter set forth and provided for, the parties hereto covenant and agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this agreement, unless there is something in the subject matter or context inconsistent therewith, the words and phrases set forth below shall have the meanings ascribed thereto, namely:

(a) "**Agreement**" means this Amalgamation Agreement;

(b) **"Amalgamated Corporation"** or **"Amalco"** means the continuing corporation constituted upon the Amalgamation becoming effective and the Amalgamating Corporations amalgamating;

(c) **"Amalgamated Corporation Common Shares"** means the common shares without nominal or par value of the Amalgamated Corporation;

(d) **"Amalgamating Corporations"** means Reed and Noco;

(e) **"Reed Common Shares"** means the common shares in the capital of Reed.

(f) **"Noco Common Shares"** means the common shares in the capital of Noco.

(g) **"Effective Date"** means the effective date set forth in the Certificate of Amalgamation issued pursuant to the OBCA with respect to the Amalgamation;

(h) **"OBCA"** means the Business Corporations Act, RSO 1990, c. B. 16, including the regulations promulgated thereunder, both as amended from time to time;

ARTICLE 2

CONDITIONS PRECEDENT

2.1 Subject to section 2.2 hereof, this agreement shall have no force and effect whatsoever and shall be null and void unless:

(a) The holders of Reed Common Shares shall have approved this agreement, with or without amendment, in accordance with the requisite majority of votes cast at the meeting convened to consider the same;

(b) The holders of Noco Common Shares shall have approved this agreement, with or without amendment, in accordance with the requisite majority of votes cast at the meeting convened to consider the same.

2.2 If any condition set out in section 2.1 hereof shall not be fulfilled or performed, the party entitled to the benefit of such condition shall be entitled to terminate this agreement or to waive the condition.

ARTICLE 3

COVENANTS

3.1 Each party hereto agrees with the other that it will not prior to or on the Effective Date allot or issue any shares of its capital or enter into any agreement except this agreement providing for either certainly or contingently contemplating the issue of shares of its capital.

ARTICLE 4

AMENDMENT AND TERMINATION

4.1 This agreement may, at any time and from time to time before and after the holding of the meetings of Reed and Noco shareholders, but not later than the Effective Date, be amended by written agreement of Reed and Noco without, subject to applicable law, further notice to or authorization on the part of the shareholders of either Reed or Noco

4.2 This agreement may be terminated by the agreement of Reed or Noco at any time prior to the issue of a Certificate of Amalgamation without the further approval of the shareholders of either Reed or Noco.

ARTICLE 5

AMALGAMATION

5.1 The Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the OBCA and to continue as one corporation on the terms and conditions set forth in this agreement;

5.2 Reed shall call and hold a meeting of the holders of Reed Common Shares to approve this agreement.

5.3 Noco shall call and hold a meeting of the holders of Noco Common Shares to approve this agreement.

5.4 On the Effective Date, the amalgamation of the Amalgamating Corporations and their continuance as one corporation shall become effective; the property of each Amalgamating Corporation shall continue to be the property of the Amalgamated Corporation; the Amalgamated Corporation shall continue to be liable for the obligations of each Amalgamating Corporation; any existing cause of action, claim or liability to prosecution shall be unaffected; any civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against the Amalgamated Corporation; any conviction against, or ruling under a judgment in favour of or against, an amalgamating corporation may be enforced by or against the Amalgamated Corporation; and the Articles of Amalgamation with respect to the Amalgamation shall be deemed to be the Articles of Incorporation of the Amalgamated Corporation.

ARTICLE 6

AMALGAMATED CORPORATION

6.1 The name of the Amalgamated Corporation shall be Westhope Capital Corp. or such other name as may be approved by the Director appointed under the OBCA.

6.2 There shall be no restriction on the business which the Amalgamated Corporation is authorized to carry on.

6.3 The registered office of the Amalgamated Corporation shall be in the Municipality of Metropolitan Toronto, in the Province of Ontario. Until changed by the board of directors, the address of the registered office of the Amalgamated Corporation in the Municipality of Metropolitan Toronto, in the Province of Ontario, shall be 56 Temperance Street, Fourth Floor, Toronto, Ontario M5H 3V5.

6.4 (a) The Amalgamated Corporation shall be authorized to issue an unlimited number of common shares and an unlimited number of preference shares issuable in series, both without nominal or par value;

(b) The holders of the common shares shall be entitled to vote at all meetings of shareholders except meetings at which only holders of a specified class of shares are entitled to vote, and holders of common shares shall be entitled to one vote for each common share held and, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Amalgamated Corporation, to receive the remaining property of the Amalgamated Corporation upon the dissolution of the Amalgamated Corporation;

(c) The rights, privileges, restrictions and conditions attaching to the preference shares as a class are as follows:

(i) The preference shares may from time to time be issued in one or more series and, subject to the following provisions, and subject to the issuance by the Director appointed under the OBCA, or appropriate official designated by successive legislation as amended from time to time, of a Certificate of Amendment of Articles in respect thereof, the directors may by resolution fix from time to time before such issue the number of shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of preference shares including, without limiting the generality of the foregoing, the rate or amount of dividends or the method of calculating dividends, whether cumulative or non-cumulative, the date(s) and place(s) of payment thereof, the redemption, purchase for cancellation and/or conversion prices and terms and conditions of redemption, purchase and/or conversion (if any), any share purchase plan or sinking fund or other provisions and the restrictions (if any) respecting payment of dividends on any shares ranking junior to the preference shares.

(ii) The preference shares of each series shall, with respect to the priority in payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Amalgamated Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Amalgamated Corporation among its shareholders for the purpose of winding-up its affairs, rank on a parity with the preference shares of every other series of the same class and be entitled to preference over the common shares and over any other shares of the Amalgamated Corporation ranking junior to the preference shares. The preference shares of any series may also be given such other preferences, not inconsistent with these Articles, over the common shares and any other shares of the Amalgamated Corporation ranking junior to such preference shares as may be determined by the directors.

(iii) If any cumulative dividends, whether or not earned or declared, declared non-cumulative dividends, or amounts payable on the return of capital in respect of a series of preference shares are not paid in full, all preference shares of other series of the same class shall participate ratably in respect of accumulated cumulative dividends, declared non-cumulative dividends, and amounts payable on return of capital.

(iv) The preference shares of any series may be made convertible into common shares.

(v) The holders of the preference shares shall be entitled to receive copies of the annual financial statements of the Amalgamated Corporation and the auditors' report thereon to be submitted to the shareholders of the Amalgamated Corporation at annual meetings and the holders of each series of preference shares shall have such rights to attend and vote at meetings of shareholders or restrictions on attendances or voting rights thereat as may be determined by resolutions of the board of directors; and

(d) The holders of shares of a class or series shall not be entitled to vote separately as a class or series or to dissent upon a proposal to amend the Articles of the Amalgamated Corporation to:

(i) increase or decrease any maximum number of authorized shares of such class, or increase any maximum number of authorized shares of a class having rights or privileges equal or superior to the shares of such class;

(ii) effect an exchange, reclassification or cancellation of all or part of the shares of such class; or

(iii) create a new class of shares equal or superior to the shares of such class.

6.5 There shall be no restrictions on the issue, transfer or ownership of shares in the capital of the Amalgamated Corporation.

6.6 The board of directors of the Amalgamated Corporation shall, until otherwise changed in accordance with the Act, consist of a minimum of three and a maximum of eleven directors, the number of which the directors shall be empowered to fix from time to time.

6.7 On the Effective Date, the number of directors shall be four. The first directors of the Amalgamated Corporation shall be the persons whose names and addresses appear below:

Full Name	Resident's Address
James D. McCannell	R.R. #1, Box 917 556 Algoma Avenue Port McNicoll, Ontario L0K 1K0
Milton Klyman	2121 Bathurst Street Suite 101 Toronto, Ontario M5N 2P3
Fred Munger	Suite 1011 2121 Bathurst Street Toronto, Ontario M5N 2P3
Gordon Magrill	15 Canyon Avenue Apartment 804 North York, Ontario M3H 4X9

Each of the foregoing is a resident of Canada.

Such directors shall hold office until the first annual meeting of the Amalgamated Corporation or until their successors are duly elected or appointed.

6.8 The by-laws of the Amalgamated Corporation until repealed, amended or altered shall be the by-laws of Reed. The by-laws may be examined at the registered office of Reed and the Amalgamated Corporation.

6.9 Without limiting the borrowing powers of the Amalgamated Corporation as set forth in the OBCA, as amended from time to time, the Amalgamated Corporation may, from time to time, with or without the authority of any by-laws or the authorization of the shareholders:

(a) Borrow money upon the credit of the Amalgamated Corporation including by way of overdraft;

(b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantees of the Amalgamated Corporation whether secured or unsecured;

(c) Charge, mortgage, hypothecate, pledge or otherwise create a security interest in the undertaking or in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Amalgamated Corporation, including book debts, rights, powers and franchises, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantees or any other present or future indebtedness or liability of the Amalgamated Corporation; and

(d) For the purpose of the Special Corporate Powers Act of the Province of Quebec, and without in any way limiting the powers conferred upon the Amalgamated Corporation and its directors by section 184 or any other provisions of the OBCA, the Amalgamated Corporation, for the purpose of securing any bonds, debentures or debenture stock which it is by law entitled to issue, may hypothecate, mortgage or pledge, and cede and transfer, any property, movable or immovable, present or future, which it may own in the Province of Quebec.

The foregoing powers or any of them may be exercised from time to time by the directors of the Amalgamated Corporation and may be delegated from time to time by them to any one or more persons whether or not directors or officers of the Amalgamated Corporation with or without the authority of any by-law to that effect.

6.10 The auditors of the Amalgamated Corporation shall be T.H. Bernholtz & Co., Chartered Accountants.

6.11 The Registrar and Transfer Agent of the Amalgamated Corporation shall be Equity Transfer Services Inc.

ARTICLE 7

EXCHANGE OF SHARES

7.1 The shares in the capital of Reed and Noco which are issued and outstanding immediately prior to the Effective Date shall, on and from the Effective Date, be converted into issued and outstanding shares in the capital of the Amalgamated Corporation as follows:

(a) Every seven (7) issued and outstanding Reed Common Shares shall be converted into one (1) issued and fully-paid Amalgamated Corporation Common Share;

(b) Each one (1) issued and outstanding Noco Common Share shall be converted into one (1) issued and fully-paid Amalgamated Corporation Common Share.

7.2 Where fractions of a share result from the conversions referred to in section 7.1, no factional shares will be issued and, instead thereof, one whole share shall be issued to the holders of Reed Common Shares and Noco Common Shares who would otherwise be entitled to receive a fraction of an Amalgamated Corporation Common Share.

ARTICLE 8

SHARE CERTIFICATES

8.1 Following the effective date of the Amalgamation, certificates for common shares of Amalco will be issued to former holders of Reed Common Shares and Noco Common Shares against deposit of their certificates representing shares with Equity Transfer Services Inc. at its principal office in the City of Toronto.

ARTICLE 9

DISSENTING SHAREHOLDERS

9.1 Dissenting Shareholders who:

(a) ultimately are entitled to be paid fair value for their Reed Common Shares or Noco Common Shares shall be deemed to have had their Reed Common Shares or Noco Common Shares cancelled on the Effective Date and the Amalgamated Corporation shall not be required to recognize such holders as shareholders of the Amalgamated Corporation from and after the Effective Date and the names of such holders shall be deleted from the register of holders of shares of the Amalgamated Corporation from and after the Effective date; and

(b) ultimately are not entitled to be paid fair value, for any reason, for their Reed Common Shares or Noco Common Shares which shall be deemed to have been cancelled on the Effective date, shall be deemed to have been issued Amalgamated Corporation Common Shares for their Reed Common Shares or Noco Common Shares on the Effective Date as provided in section 7.1 hereof.

ARTICLE 10

TERMINATION OF AMALGAMATION AGREEMENT

10.1 Notwithstanding any other provision hereof, this agreement may, prior to the issuance of a Certificate of Amalgamation, be terminated by the board of directors of Reed or Noco.

ARTICLE 11
ARTICLES OF AMALGAMATION

11.1 Subject to section 10.1 hereof, after this agreement has been approved in accordance with OBCA and all other terms and conditions contained in section 3.1 hereof have been fulfilled or waived pursuant to section 3.2 hereof, the Amalgamating Corporations shall, on such day as the directors of Reed and Noco may select, jointly file with the Director under the OBCA, Articles of Amalgamation and such other documents as may be required to complete their amalgamation.

ARTICLE 12

GENERAL

12.1 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

Reed Lake Exploration Ltd.	**119861 Ontario Inc.**
By: ________________ President	By: Gordon R. Wilton President
By: ________________ Secretary	By: Gordon R. Wilton Secretary

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