2015-09-18

Corporations Canada
C. D. Howe Building
235 Queen Street
Ottawa, Ontario K1A 0H5

Corporations Canada
Édifice C.D. Howe
235, rue Queen
Ottawa (Ontario) K1A 0H5

Blake, Cassels & Graydon LLP
Michelle Vesely
600, boul. de Maisonneuve O.
Bureau 2200
Montréal QC H3A 3J2
Canada

Corporation Number:
Numéro de société : **390363-0**

Your Reference:
Votre référence :

Please find enclosed the **Certificate of Arrangement** issued under the *Canada Business Corporations Act* (CBCA) for **GALE FORCE PETROLEUM INC. / PÉTROLE GALE FORCE INC.**.

The issuance of this certificate will be listed in the next Corporations Canada's online Monthly Transactions report. You can access the report on the Corporations Canada website.

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with business names and trademarks (including those set out in the NUANS Name Search Report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on its activities.

For further information, please contact:

Vous trouverez ci-joint le **certificat d'arrangement** émis en vertu de la *Loi canadienne sur les sociétés par actions* (LCSA) relativement à **GALE FORCE PETROLEUM INC. / PÉTROLE GALE FORCE INC.**.

L'émission de ce certificat sera publiée dans le prochain rapport électronique des transactions mensuelles de Corporations Canada. Vous pouvez consulter le rapport dans le site Web de Corporations Canada.

Dans les cas où Corporations Canada a approuvé une dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le Rapport NUANS de recherche de dénominations). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités.

Pour de plus amples renseignements, veuillez communiquer avec :

Jeffrey Baylis
For the Director General, Corporations Canada / Pour le Directeur general, Corporations Canada

613-941-4550
Telephone / Téléphone

343-291-3409
Fax / Télécopieur

Certificate of Arrangement
Canada Business Corporations Act

Certificat d'arrangement
Loi canadienne sur les sociétés par actions

GALE FORCE PETROLEUM INC.
PÉTROLE GALE FORCE INC.

Corporate name(s) of CBCA applicants / Dénomination(s) sociale(s) de la ou des sociétés LCSA requérantes

390363-0

Corporation number(s) / Numéro(s) de la ou des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Virginie Ethier

Director / Directeur

2015-09-18

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)

Industry Canada Industrie Canada

Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)

1- Name of the applicant corporation(s)	Corporation number
GALE FORCE PETROLEUM INC. / PÉTROLE GALE FORCE INC.	3903630

2 - Name of the corporation(s) the articles of which are amended, if applicable	Corporation number
N/A	

3 - Name of the corporation(s) created by amalgamation, if applicable	Corporation number
N/A	

4 - Name of the dissolved corporation(s), if applicable	Corporation number
N/A	

5 - Name of the other bodies corporate involved, if applicable	Corporation number or jurisdiction
MONTANA EXPLORATION CORP.	ALBERTA

6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.

In accordance with the plan of arrangement,

☐ a. the articles of the corporation(s) indicated in item 2, are amended.

If the amendment includes a name change, indicate the change below:

☐ b. the following bodies corporate and/or corporations are amalgamated (*for CBCA corporations include the corporation number*):

☐ c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:

7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.

Signature mm McLellan

Print name Michael McLellan

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding $5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

SEP 18 2015

Canada

Schedule "A"

PLAN OF ARRANGEMENT
UNDER THE PROVISIONS OF SECTION 192
OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

In this Plan of Arrangement, unless there is something in the context or subject matter that otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(a) **"Arrangement"** means the arrangement pursuant to Section 192 of the CBCA, on the terms and subject to the conditions set out in this Plan of Arrangement, as supplemented, modified, varied or amended in accordance with this Plan of Arrangement or at the direction of the Court pursuant to the Final Order with the consent of Montana and Gale Force, each acting reasonably;

(b) **"Arrangement Agreement"** means the arrangement agreement made as of June 23, 2015 between Montana and Gale Force, including (unless the context otherwise requires) the schedules thereto, as the same may be amended, supplemented or otherwise modified in accordance with its terms;

(c) **"Arrangement Resolution"** means the special resolution approving, *inter alia*, this Plan of Arrangement to be voted upon by the GFP Securityholders at the GFP Meeting, to be substantially in the form and content of Schedule C to the Arrangement Agreement;

(d) **"Articles of Arrangement"** means the articles of arrangement in respect of the Arrangement required to be filed under Section 192(6) of the CBCA to be sent to the Director after the Final Order has been granted by the Court to give effect to the Arrangement, which shall be in form and content satisfactory to Montana and Gale Force, each acting reasonably;

(e) **"Business Day"** means, with respect to any action to be taken, any day, other than a Saturday, Sunday or a statutory holiday in Calgary, Alberta or Toronto, Ontario;

(f) **"CBCA"** means the *Canada Business Corporations Act,* R.S.C. 1985, c. C-44;

(g) **"Certificate of Arrangement"** means the certificate to be issued by the Director pursuant to Section 192(7) of the CBCA in respect of the Articles of Arrangement;

(h) **"Court"** means the Ontario Superior Court of Justice (Commercial List);

(i) **"Depositary"** means Computershare Investor Services Inc.;

(j) **"Director"** means the Director appointed under Section 260 of the CBCA;

(k) **"Dissent Rights"** means the rights of dissent described in Section 4.1;

(l) "**Dissenting Shareholder**" means a registered GFP Common Shareholder or, subject to Section 3.2, a registered GFP Preferred Shareholder, who is entitled to and has duly and validly exercised the Dissent Rights pursuant to Article 4 and the Interim Order in respect of the Arrangement Resolution and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(m) "**Dissenting Shares**" means the GFP Common Shares and, subject to Section 3.2, the GFP Preferred Shares, held by Dissenting Shareholders;

(n) "**Effective Date**" means the date shown upon the Certificate of Arrangement which gives effect to the Arrangement;

(o) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;

(p) "**Encumbrance**" means any hypothec, mortgage, pledge, assignment, charge, lien, security interest, claim or other encumbrance of any kind, trust, royalty, gross overriding royalty or carried, participation, net profits or other third party interest and any agreement, option, right of first refusal, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(q) "**Exchange Ratio**" means (i) in respect of the GFP Common Shares, 0.465 of a Montana Share for every one (1) GFP Common Share prior to giving effect to the Montana Share Consolidation (or 0.0465 of a Montana Share for every one (1) GFP Common Share after giving effect to the Montana Share Consolidation), and (ii) in respect of the GFP Preferred Shares, 0.555 of a Montana Share for every one (1) GFP Preferred Share prior to giving effect to the Montana Share Consolidation (or 0.0555 of a Montana Share for every one (1) GFP Preferred Share after giving effect to the Montana Share Consolidation);

(r) "**Final Order**" means the final order of the Court approving the Arrangement pursuant to Section 192(4)(e) of the CBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

(s) "**Gale Force**" means Gale Force Petroleum Inc., a corporation incorporated under the federal laws of Canada;

(t) "**GFP Circular**" means the notice of the GFP Meeting and accompanying management proxy circular, including all schedules, appendices and exhibits thereto, to be sent to GFP Securityholders in connection with the GFP Meeting, as amended, supplemented or otherwise modified from time to time;

(u) "**GFP Common Shareholders**" means the holders of GFP Common Shares;

(v) "**GFP Common Shares**" means the common shares in the share capital of Gale Force;

(w) "**GFP Meeting**" means the special meeting of GFP Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the GFP Resolutions;

(x) "**GFP Options**" means the outstanding vested and unvested options of Gale Force to purchase GFP Common Shares granted under the GFP Stock Option Plan;

(y) **"GFP Preferred Shareholder Dissent Threshold"** means the exercise of Dissent Rights by holders of no more than 10% of the issued and outstanding GFP Preferred Shares;

(z) **"GFP Preferred Shareholders"** means the holders of GFP Preferred Shares;

(aa) **"GFP Preferred Shares"** means the Series III preferred shares in the share capital of Gale Force;

(bb) **"GFP Resolutions"** means, collectively, the Arrangement Resolution and the GFP Stated Capital Reduction Resolution;

(cc) **"GFP Securities"** means, collectively, the GFP Shares and the GFP Options;

(dd) **"GFP Securityholders"** means the holders of GFP Securities;

(ee) **"GFP Shareholders"** means the holders of GFP Shares;

(ff) **"GFP Shares"** means, collectively, the GFP Common Shares and, subject to Section 3.2, the GFP Preferred Shares;

(gg) **"GFP Stated Capital Reduction Resolution"** means the special resolution to be voted upon by the GFP Common Shareholders at the GFP Meeting approving the reduction of the legal stated capital account in respect of the GFP Common Shares, by an amount necessary to comply with the provisions of Section 192(3) of the CBCA without any distribution to the GFP Common Shareholders, to be substantially in the form and content of Schedule B to the Arrangement Agreement;

(hh) **"GFP Stock Option Plan"** means the 2004 Stock Option Plan of Gale Force, as amended on June 8, 2014;

(ii) **"Governmental Authority"** means (i) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) any subdivision, agent, commission, board or authority of any of the foregoing, (iii) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange, including the TSXV;

(jj) **"holder"** means, when used with reference to any GFP Securities, the holder of such securities shown from time to time in the central securities register maintained by or on behalf of Gale Force in respect of such securities;

(kk) **"Interim Order"** means the interim order of the Court under Section 192(4) of the CBCA in respect of the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the GFP Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction at the request of Gale Force with the consent of Montana, acting reasonably;

(ll) **"Laws"** means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, writs, awards, decrees, rulings, ordinances, judgements, injunctions, determinations or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority or self-regulatory authority (including, where applicable, the TSXV), and the term "applicable" with respect to such Laws and in a context that refers to one or more persons, means such Laws as are applicable to such person or its business, undertaking, property or securities and emanate from a person having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

(a) **"Letters of Transmittal"** means the letters of transmittal in the form enclosed with the GFP Circular pursuant to which the GFP Shareholders are required to deliver the certificates representing the GFP Common Shares and the GFP Preferred Shares, as the case may be, in order to receive payment in accordance with this Plan of Arrangement;

(b) **"Montana"** means Montana Exploration Corp., a corporation incorporated under the laws of Alberta;

(c) **"Montana Replacement Option"** has the meaning ascribed thereto in Section 3.1(d)(i);

(d) **"Montana Share Consolidation"** means the consolidation of the Montana Shares on a 10 for 1 basis;

(e) **"Montana Shares"** means the common shares in the share capital of Montana;

(f) **"Parties"** means, collectively, Montana and Gale Force;

(g) **"person"** shall be broadly interpreted and includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Authority) or any other entity, whether or not having legal status;

(h) **"Plan of Arrangement"** means this plan of arrangement under the CBCA and any amendments or variations thereto made in accordance with Section 7.1 of the Arrangement Agreement or Article 6 hereof or made at the direction of the Court in the Final Order with the consent of the Parties, each acting reasonably;

(i) **"Share Consideration"** means the Montana Shares to be received by the GFP Shareholders pursuant to this Plan of Arrangement in consideration for each GFP Share held based on the applicable Exchange Ratio;

(j) **"Tax Act"** means the *Income Tax Act* (Canada) R.S.C. 1985, c. 1 (5th Supp.); and

(k) **"TSXV"** means the TSX Venture Exchange.

In addition, any capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Arrangement Agreement. Further, words and phrases used herein and defined in the CBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the CBCA unless the context otherwise clearly requires.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. The terms "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Section are to Articles and Sections of this Plan of Arrangement.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa and words imparting any gender shall include all genders.

1.4 Date of Any Action

If any date on which any action is required to be taken hereunder by a Party is not a Business Day, such action will be required to be taken on the next day which is a Business Day.

1.5 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.6 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal refer toToronto time unless otherwise stipulated herein or therein.

1.7 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.8 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2
EFFECT OF THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of, the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement shall become effective on the filing of the Articles of Arrangement and other documents as required by the CBCA and the issuance of the Certificate of Arrangement and shall be binding upon Montana, Gale Force, the GFP Securityholders, the Depositary and all other persons as and from the Effective Time, without any further act or formality required on the part of any person except as expressly provided herein.

2.3 Plan Effective in its Entirety

The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement 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 set forth therein.

2.4 Effective at the Effective Time

No portion of this Plan of Arrangement shall take effect with respect to any Party or person until the Effective Time.

2.5 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to the GFP Common Shares, the GFP Options and, subject to Section 3.2, the GFP Preferred Shares, issued prior to the Effective Time;

(b) the rights and obligations of the holders of the GFP Common Shares, the GFP Options and, subject to Section 3.2, the GFP Preferred Shares, and any trustee and transfer agent therefor, shall be solely as contemplated in this Plan of Arrangement; and

(c) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to the GFP Common Shares, the GFP Options and, subject to Section 3.2, the GFP Preferred Shares, shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein

ARTICLE 3
<u>ARRANGEMENT</u>

3.1 The Arrangement

At the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, without any further authorization, act or formality:

(a) (i) each Dissenting Share held by a Dissenting Shareholder shall be, and shall be deemed to have been, assigned and transferred by the holder thereof to Montana (free and clear of any Encumbrances) and such Dissenting Shareholder shall cease to be the holder of such Dissenting Share or to have any rights as a holder in respect of such Dissenting Share, other than the right to be paid the fair value of such Dissenting Share determined and payable in accordance with Article 4, and each Dissenting Shareholder's name shall be removed as the holder of such Dissenting Share from the appropriate register of GFP Shareholders maintained by or on behalf of Gale Force;

(ii) contemporaneously with the assignment and transfer contemplated by Section 3.1(a)(i), legal and beneficial title to each such Dissenting Share shall vest in Montana and Montana shall be, and shall be deemed to be, the transferee and legal and beneficial owner of such Dissenting Share (free and clear of any Encumbrances) and shall be entered in the appropriate register of GFP Shareholders as the sole holder thereof;

(b) (i) each GFP Common Share outstanding immediately prior to the Effective Time (other than Dissenting Shares referred to in Section 3.1(a)), shall be, and shall be deemed to have been, transferred by the holder thereof to Montana (free and clear of any Encumbrances) in exchange for the Share Consideration (subject to rounding in accordance with Section 5.2);

(ii) contemporaneously with the assignment and transfer contemplated by Section 3.1(b)(i), the holder of each GFP Common Share so transferred and assigned shall cease to be the holder thereof, or to have any rights as a holder thereof other than the right to receive the Share Consideration payable in respect thereof pursuant to Section 3.1(b)(i), and legal and beneficial title to each such GFP Common Share shall vest in Montana and Montana shall be, and shall be deemed to be, the transferee and legal and beneficial owner of such GFP Common Share (free and clear of any Encumbrances) and shall be entered in the register of GFP Common Shareholders as the sole holder thereof;

(c) (i) subject to Section 3.2, each GFP Preferred Share outstanding immediately prior to the Effective Time (other than Dissenting Shares referred to in Section 3.1(a)), shall be, and shall be deemed to have been, transferred by the holder thereof to Montana (free and clear of any Encumbrances) in exchange for the Share Consideration (subject to rounding in accordance with Section 5.2);

(ii) subject to Section 3.2, contemporaneously with the assignment and transfer contemplated by Section 3.1(c)(i), the holder of each GFP Preferred Share so transferred and assigned shall cease to be the holder thereof, or to have any rights as a holder thereof other than the right to receive the Share Consideration payable in respect thereof pursuant to Section 3.1(c)(i), and legal and beneficial title to each such GFP Preferred Share shall vest in Montana and Montana shall be, and shall be deemed to be, the transferee and legal and beneficial owner of such GFP Preferred Share (free and clear of any Encumbrances) and shall be entered in the register of GFP Preferred Shareholders as the sole holder thereof;

(d) (i) each GFP Option outstanding immediately prior to the Effective Time shall be, and shall be deemed to have been, exchanged for an option (each a "**Montana Replacement Option**") to acquire from Montana, other than as provided herein, the number (rounded down to the nearest whole number) of Montana Shares equal to the product of: (A) the number of GFP Common Shares subject to such GFP Option immediately prior to the Effective Time, multiplied by (B) 0.465 (prior to giving effect to the Montana Share Consolidation Consolidation) or 0.0465 (after giving effect to the Montana Share Consolidation); provided, however, that if the foregoing would result in the issuance of a fraction of a Montana Share on any particular exercise of Montana Replacement Options, then the number of Montana Shares otherwise issued shall be rounded down to the nearest whole number of Montana Shares;

(ii) the exercise price per Montana Share subject to a Montana Replacement Option shall be an amount equal to the quotient of: (A) the exercise price per GFP Common Share subject to each such GFP Option immediately before the Effective Time, divided by (B) 0.465 (prior to giving effect to the Montana Share Consolidation Consolidation) or 0.0465 (after giving effect to the Montana Share Consolidation); provided, however, that the aggregate exercise price payable on any particular exercise of Montana Replacement Options shall be rounded up to the nearest whole cent;

(iii) all terms and conditions of a Montana Replacement Option, including the term of expiry and conditions to and manner of exercising, shall be the same as the GFP Option for which it was exchanged, and any certificate or option agreement previously evidencing the GFP Option shall thereafter evidence and be deemed to evidence such Montana Replacement Option; and

(iv) notwithstanding the foregoing, if required for purposes of meeting the requirements of paragraph 7(1.4)(c) of the Tax Act, the exercise price of each Montana Replacement Option of any particular holder shall be, and shall be deemed to be, adjusted at the time of the exchange by the amount, and only to the extent, necessary to ensure that the amount by which aggregate fair market value of the Montana Shares subject to the Montana Replacement Option immediately after the exchange, is greater than or less than the aggregate exercise price for such Montana Shares pursuant to the Montana Replacement Option does not exceed the amount by which the aggregate fair market value of GFP Common Shares subject to the GFP Option immediately before the exchange is greater than or less than the aggregate exercise price for such GFP Common Shares pursuant to the GFP Option.

3.2 Inclusion of GFP Preferred Shares

Notwithstanding anything else herein, in circumstances where (i) the Arrangement Resolution is not approved by the GFP Preferred Shareholders at the GFP Meeting as provided for in the Interim Order and as required by applicable Law or (ii) the Arrangement Resolution is approved by the GFP Preferred Shareholders at the GFP Meeting, as provided for in the Interim Order and as required by applicable Law, but the GFP Preferred Shareholder Dissent Threshold has been exceeded and Montana has not otherwise elected to proceed with the Arrangement in respect of the GFP Preferred Shares as contemplated by Section 7.2 of the Arrangement Agreement, then:

(a) the Arrangement shall nonetheless proceed in respect of the GFP Common Shares and the GFP Options;

(b) the GFP Preferred Shares shall not be subject to this Plan of Arrangement; and

(c) Section 3.1(c) and all other references to the GFP Preferred Shares and the GFP Preferred Shareholders in this Plan of Arrangement shall be, and shall be deemed to have been, deleted from this Plan of Arrangement.

ARTICLE 4
DISSENT RIGHTS

4.1 Rights of Dissent

Pursuant to the Interim Order, each registered GFP Common Shareholder and, subject to Section 3.2, each registered GFP Preferred Shareholder, may respectively exercise rights of dissent ("**Dissent Rights**") pursuant to and in the manner set forth in the CBCA, as modified by this Article 4, the Interim Order and the Final Order; provided, however, that written objection to the Arrangement Resolution, in the manner contemplated by the CBCA, must be sent to and received by Gale Force by no later than 4:00 p.m. (Toronto time) on the first Business Day immediately prior to the GFP Meeting or any postponement or adjournment thereof. GFP Shareholders who duly and validly exercise such rights of dissent and who:

(a) are ultimately determined to be entitled to be paid an amount equal to the fair value for the GFP Shares in respect of which they have exercised Dissent Rights, shall (i) be deemed to not have participated in the transactions contemplated by Section 3.1, other than Section 3.1(a), (ii) be paid an amount equal to such fair value by Montana, (iii) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such GFP Shareholders not exercised their Dissent Rights in respect of their GFP Shares, and (iv) be deemed to have irrevocably transferred such GFP Shares to Montana pursuant to Section 3.1(a) in consideration of such fair value, notwithstanding the provisions of Section 190 of the CBCA; or

(b) are ultimately not entitled, for any reason, to be paid by Montana fair value for the GFP Shares in respect of which they have exercised Dissent Rights, shall be deemed to have participated in the Arrangement on the same basis as a GFP Shareholder who has not exercised Dissent Rights, as at and from the time specified in Sections 3.1(b) or 3.1(c), as applicable, and be entitled to receive only the consideration set forth in Sections 3.1(b)(i) or 3.1(c)(i), as applicable;

but in no case shall Gale Force or Montana or any other person be required to recognize such holders as holders of GFP Shares after the completion of the steps set forth in Sections 3.1(a), 3.1(b) or 3.1(c), as the case may be, and each Dissenting Shareholder shall cease to be entitled to the rights of a GFP Shareholder in respect of the GFP Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of Gale Force shall be amended to reflect that such former holder is no longer the holder of such GFP Shares as and from the Effective Time. For greater certainty, and in addition to any other restriction under the CBCA, a GFP Shareholder who has voted, or instructed a proxyholder to vote, in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights with respect to the Arrangement. Without limiting the provisions of Section 3.2, no GFP Preferred Shareholder who has exercised its Dissent Rights shall be entitled to be paid the fair value for its GFP Preferred Shares if the GFP Preferred Shareholder Dissent Threshold has been exceeded and Montana has not otherwise elected to proceed with the Arrangement in respect of the GFP Preferred Shares as contemplated by Section 7.2 of the Arrangement Agreement.

ARTICLE 5
CERTIFICATES AND PAYMENTS

5.1 Payment of Consideration

(a) Following receipt of the Final Order and prior to the filing of the Articles of Arrangement with the Director in accordance with the terms of the Arrangement Agreement, Montana shall deposit with the Depositary in escrow, for the benefit of holders of GFP Shares, sufficient Montana Shares in the aggregate amounts necessary to pay the Share Consideration required by this Plan of Arrangement.

(b) Subject to surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding GFP Shares that were transferred to Montana pursuant to Sections 3.1(b)(i) or 3.1(c)(i), together with a duly completed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, following the Effective Time, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the Share Consideration to which such holder is entitled to receive under this Plan of Arrangement, less any amounts withheld pursuant to Section 5.5, and any certificate so surrendered shall forthwith be cancelled.

(c) Subject to Section 5.4, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented GFP Shares that were transferred to Montana under Sections 3.1(b)(i) or 3.1(c)(i) shall be thereafter deemed to represent only the right to receive, upon such surrender, a certificate representing the Share Consideration pursuant to Sections 3.1(b)(i) or 3.1(c)(i) and this Section 5.1, less any amounts withheld pursuant to Section 5.5.

(d) No former holder of GFP Shares shall be entitled to receive any consideration with respect to such GFP Shares other than the Share Consideration to which such former holder of GFP Shares is entitled to receive in accordance with Sections 3.1(b)(i) or 3.1(c)(i) and this Section 5.1 and, for greater certainty, no such former holder shall be entitled to receive any interest, dividends, premium or other payment in connection therewith.

5.2 Fractional Shares

No fractional Montana Shares shall be issued in connection with the Arrangement. In the event that a former GFP Shareholder would otherwise be entitled to a fractional Montana Share hereunder, the number of Montana Shares issued to such GFP Shareholder shall be rounded up to the next whole number of Montana Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Montana Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all GFP Shares registered in the name of or beneficially held by such GFP Shareholder or his, her or its nominee shall be aggregated.

5.3 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding GFP Shares that are entitled to receive the Share Consideration pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit or statutory declaration of that fact by the person claiming such certificates to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the share register maintained by or behalf of Gale Force, the Depositary shall deliver, in exchange for the affidavit in respect of such lost, stolen or destroyed certificate the Share Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, provided that the holder to whom the Share Consideration is to be delivered shall, as a condition precedent to the delivery thereof, give a bond to Montana and the Depositary in such sum as Montana and the Depositary may direct (each acting reasonably), or otherwise indemnify Gale Force, Montana and the Depositary in a manner satisfactory to Gale Force, Montana and the Depositary (each acting reasonably) 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 Extinction of Rights

(a) Any certificate which immediately prior to the Effective Time represented outstanding GFP Shares that were transferred to Montana pursuant to Sections 3.1(b)(i) or 3.1(c)(i) which is not deposited with the Depositary in accordance with the provisions of Section 5.1 on or before the third anniversary of the Effective Date less one day shall, on such day, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against Gale Force, Montana, the Depositary or any other person. On such date, the Share Consideration (including any interest, dividends, premium, distribution or other payment in connection therewith held in trust for such former holder) such former holder of GFP Shares would otherwise have been entitled to receive, shall be deemed to have been surrendered for no consideration to Montana. None of Gale Force, Montana or the Depositary shall be liable to any person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to Montana or delivered to any public official pursuant to any applicable abandoned property, escheat or similar Law.

(b) Any payment made by way of cheque by Gale Force, by Montana or by the Depositary, on behalf of Gale Force or Montana, pursuant to this Plan of Arrangement and/or any certificates representing Montana Shares issued by the Depositary on behalf of Montana pursuant to this Plan of Arrangement, that have not been deposited with or have been returned to the Depositary or that otherwise remain unclaimed, in each case, on or before the third anniversary of the Effective Date less one day shall, on such day, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against Gale Force, Montana, the Depositary or any other person. On such date, the Share Consideration such former holder of GFP Shares would otherwise have been entitled to receive shall be deemed to have been surrendered for no consideration to Montana. None of Gale Force, Montana or the Depositary shall be liable to any person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to Montana or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

5.5 Withholding Rights

Gale Force, Montana and the Depositary shall be entitled to deduct, withhold and remit from any consideration otherwise payable to any GFP Shareholder under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as Gale Force, Montana or the Depositary is required to deduct, withhold and remit with respect to such payment under the Tax Act, the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, or any provision of any applicable tax Law as counsel may advise is required to be so deducted and withheld by Gale Force, Montana or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of Gale Force, Montana or the Depositary, as the case may be.

ARTICLE 6
AMENDMENTS

6.1 Amendments to this Plan of Arrangement

(a) Gale Force and Montana reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any amendment, modification or supplement must be (i) set out in writing, (ii) filed with the Court and, if made following the GFP Meeting, approved by the Court, and (iii) communicated to the GFP Securityholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Gale Force and Montana at any time prior to or at the GFP Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the persons voting at the GFP Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the GFP Meeting shall be effective only if such amendment, modification or supplement (i) is consented to by each of Gale Force and Montana (each acting reasonably) and (ii) if required by the Court or applicable Law, is consented to by GFP Securityholders voting in the manner directed by the Court.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Montana, provided that it concerns a matter that, in the reasonable opinion of Montana, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any GFP Securityholder.

Court File No. CV-15-11057-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE Mr.	)	MONDAY, THE 14TH
	)	
JUSTICE Penny	)	DAY OF SEPTEMBER, 2014

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GALE FORCE PETROLEUM INC. AND MONTANA EXPLORATION CORP.

FINAL ORDER

THIS APPLICATION, made by the Applicant, Gale Force Petroleum Inc. ("**GFP**"), pursuant to section 192 of the *Canada Business Corporations Act (Ontario)*, R.S.C. 1985, C. C-44, as amended (the "**CBCA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on July 29, 2014, the affidavit of Michael McLellan sworn July 29, 2015, and the supplementary affidavit of Michael McLellan sworn September 9, 2015 together with the exhibits thereto, and the Interim Order of the Honourable Justice Hainey dated July 31, 2015 and

ON HEARING the submissions of counsel for GFP and counsel for Montana Exploration Corp. ("**Montana**"), and on being advised that the Director appointed under the

CBCA does not consider it necessary to appear on this application, no one appearing for any other person, including any securityholder of GFP, and having determined that the Arrangement as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 192 of the CBCA and is fair and reasonable in accordance with the requirements of that section,

1. THIS COURT ORDERS that the Arrangement as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.

2. THIS COURT ORDERS that GFP shall be entitled to seek leave to vary this order upon such terms and upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO.
LE / DANS LE REGISTRE NO.

SEP 1 4 2015

Court File No: CV-15-11057-00CL

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GALE FORCE PETROLEUM INC. AND MONTANA EXPLORATION CORP.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FINAL ORDER

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9

R.S.M. Woods LSUC #30169I
Tel: 416-863-3876
seumas.woods@blakes.com

Ryan A. Morris LSUC #50831C
Tel: 416-863-2176
Fax: 416-863-2653
ryan.morris@blakes.com

Lawyers for the Applicant,
Gale Force Petroleum Inc.