CORPORATE ACCESS NUMBER: 2011796477

Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

TRILOCH RESOURCES INC.
IS THE RESULT OF AN AMALGAMATION FILED ON 2005/07/01.

REGISTRAR OF CORPORATIONS

7/1/2005 - 13:50:20 PM

ALBERTA REGISTRIES

ARTICLES OF ARRANGEMENT
Business Corporations Act
Section 193

1. NAME OF CORPORATION: 1170959 ALBERTA LTD.

2. CORPORATE ACCESS NO. 2011709595

3. IN ACCORDANCE WITH THE ORDER APPROVING THE ARRANGEMENT, THE ARTICLES OF THE CORPORATION ARE AMENDED AS FOLLOWS:

In accordance with an Order of the Court of Queen's Bench of Alberta granted on June 29, 2005, attached hereto as Schedule "A", approving the Plan of Arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta) attached hereto as Schedule "B", the Plan of Arrangement involving TriLoch Resources Inc. and its securityholders, NuLoch Resources Inc., Enerplus Resources Fund, EnerMark Inc. and 1170959 Alberta Ltd. shall be effected upon the filing hereof and the filing of the Articles of Amalgamation attached hereto as Schedule "C".

The Articles of Amalgamation, attached hereto as Schedule "C", shall be the articles of the amalgamated corporation created by the amalgamation of 1170959 Alberta Ltd. (#2011709595) and TriLoch Resources Inc. (#209239680) pursuant to the terms of the Plan of Arrangement.

ELECTRONICALLY FILED WITH ALBERTA REGISTRIES ON
JUL 0 1 2005 pm
by BLAKE, CASSELS & GRAYDON LLP
Corporate Services

DATE	SIGNATURE	NAME AND TITLE
July 1, 2005		Print Name: David A. McCoy Print Title: Director

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act.

SCHEDULE "A"
TO ARTICLES OF ARRANGEMENT
1170959 ALBERTA LTD. – ORDER OF COURT OF QUEEN'S BENCH OF ALBERTA

Action No: 0501-08097

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 proposed arrangement involving TriLoch Resources Inc., NuLoch Resources Inc., Enerplus Resources Fund, EnerMark Inc. and the Securityholders of TriLoch Resources Inc.

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

BEFORE THE HONOURABLE	)	At the Court House, in the City of
	)	
JUSTICE S.J. Lovecchio	)	Calgary, Province of Alberta, on
	)	
IN CHAMBERS	)	Wednesday, the 29th day of June, 2005

FINAL ORDER

UPON the application of TriLoch Resources Inc. ("TriLoch") for approval of a proposed arrangement (the "Arrangement") pursuant to a plan of arrangement (the "Plan of Arrangement") under Section 193 of the *Business Corporations Act*, R.S.A. 2000 c. B-9, as amended (the "ABCA");

AND UPON reading the Petition of TriLoch, the Affidavits of James N. McIndoe sworn on June 1 and June 29, 2005, and the exhibits referred to therein;

AND UPON hearing submissions of counsel for TriLoch;

AND UPON being advised that the Executive Director of the Alberta Securities Commission (the "Executive Director") has been served with notice of this application as required by subsection 193(8) of the ABCA and that the Alberta Securities Commission neither consents to nor opposes this application;

AND UPON being advised that no Notices of Intention to Appear were filed with respect to this application;

AND UPON it appearing that a special meeting (the "Special Meeting") of holders ("TriLoch Securityholders") of securities of TriLoch ("TriLoch Securities") was called to consider, and if advisable, to pass, with or without variation, a special resolution (the "Arrangement Resolution") to approve the Arrangement in accordance with the Interim Order of this Honourable Court dated June 1, 2005 and that the required quorum was present at the Special Meeting and that the TriLoch Securityholders approved the Arrangement in the manner set out in the Interim Order and by the requisite two-thirds (2/3) of the aggregate votes cast by TriLoch Securityholders at the Special Meeting in person or by proxy voting together as a single class and the Arrangement Resolution was also approved by: (i) a majority of the votes cast by the holders of TriLoch Class A Shares, after excluding votes which must be excluded pursuant to Ontario Securities Commission Rule 61-501; and (ii) a majority of the votes cast by holders of TriLoch Class B Shares, after excluding votes which must be excluded pursuant to Ontario Securities Commission Rule 61-501, all as 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 UPON considering the fairness of the Arrangement to the TriLoch Securityholders and being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the TriLoch Securityholders and that the Arrangement ought to be approved;

AND UPON being advised that the approval of this Arrangement by this Court will constitute the basis for a claim to an exemption from the registration and prospectus requirements under section 3(a)(10) of the *United States Securities Act of 1933* with respect to the securities issued under the Arrangement:

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

1. All capitalized terms used in this Order shall, unless otherwise defined herein, have the same meaning as attributed thereto in the Plan of Arrangement.

2. The Arrangement proposed by TriLoch is hereby approved by this Court pursuant to the provisions of Section 193 of the ABCA and the Arrangement will, upon the filing of the Articles of Arrangement, become effective in accordance with its terms and be binding on TriLoch, the TriLoch Securityholders, NuLoch Resources Inc, Enerplus Resources Fund, and EnerMark Inc. and all other persons.

3. Articles of Arrangement in respect of the Arrangement be filed pursuant to the provisions of Section 193 of the ABCA on such date as TriLoch determines, provided that if they are not filed on or before July 29, 2005 this Order shall be of no effect.

4. Service of notice of this application, the notice in respect of the Meeting and the Interim Order is hereby deemed good and sufficient.

5. Service of this Order shall be made on all such persons who appeared on this application, either by counsel or in person, and upon the Executive Director, but is otherwise dispensed with.

"S.J. Lovecchio"
J.C.C.Q.B.A.

ENTERED THIS 29th DAY OF JUNE, 2005

Clerk of the Court

COURT SEAL

Action No: 0501-08097 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, B-9, as amended

AND IN THE MATTER OF a proposed arrangement involving TriLoch Resources Inc., NuLoch Resources Inc., Enerplus Resources Fund, EnerMark Inc. and the Securityholders of TriLoch Resources Inc.

FINAL ORDER

CLERK OF THE COURT
JUN 29 2005
CALGARY, ALBERTA

BORDEN LADNER GERVAIS LLP
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta T2P 4H2

Attention: John D. Blair
Telephone: (403) 232-9500
Fax: (403) 266-1395

File No. 434287-000002

SCHEDULE "B"
TO ARTICLES OF ARRANGEMENT
1170959 ALBERTA LTD. – PLAN OF ARRANGEMENT

EXHIBIT 1

PLAN OF ARRANGEMENT

made pursuant to
Section 193 of the *Business Corporations Act* (Alberta)

ARTICLE 1
DEFINITIONS

1.1 In this Plan of Arrangement, unless the context otherwise requires:

(a) "ABCA" means the *Business Corporations Act* (Alberta) R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

(b) "AcquisitionCo" means 1170959 Alberta Ltd., a body corporate incorporated under the ABCA and any successor corporation;

(c) "Amalgamation" has the meaning as described thereto in paragraph 3.1(f);

(d) "AmalgamationCo" means the corporation resulting from the amalgamation of TriLoch and AcquisitionCo pursuant to the Arrangement;

(e) "Arrangement" means the arrangement contemplated by this Plan pursuant to Section 193 of the ABCA, subject to any amendments thereto made (i) in accordance with Article 13 of the Arrangement Agreement, (ii) in accordance with Section 6.1 hereof or (iii) at the direction of the Court in the Final Order;

(f) "Arrangement Agreement" means the arrangement agreement made as of the 16th day of May, 2005, among the Fund, EnerMark, TriLoch and Newco;

(g) "Articles of Arrangement" means one or more 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;

(h) "business day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Calgary, in the Province of Alberta, for the transaction of banking business;

(i) "Certificate of Arrangement" 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;

(j) "Court" means the Court of Queen's Bench of Alberta;

(k) "Depositary" means Valiant Trust Company or such other trust company as may be designated by TriLoch with the approval of the Fund, acting reasonably;

(l) "Effective Date" means the date shown on the Certificate of Arrangement;

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

(n) "EnerMark" means EnerMark Inc., a body corporate incorporated under the ABCA;

(o) "Enerplus Weighted Average Trading Price" shall be determined by dividing (i) the aggregate dollar trading value of all Trust Units sold on the TSX over the five (5) consecutive trading days ending on the trading day next preceding the Effective Date by (ii) the total number of Trust Units sold on such stock exchange during such period;

(p) "Final Order" means the final order of the Court approving the Arrangement pursuant to subsection 193(9) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

(q) "Fund" means the Enerplus Resources Fund, a trust formed under the laws of the Province of Alberta;

(r) "Holder" means a registered holder of TriLoch Shares immediately prior to the Effective Time or any person who surrenders to the Depositary certificates representing TriLoch Shares duly endorsed for transfer to such person in accordance with the Letter of Transmittal;

(s) "Interim Order" means an interim order of the Court under subsection 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

(t) "ITA" means the *Income Tax Act* (Canada) R.S.C. 1985, c. 1 (5^{th} Supp), as amended including the regulations promulgated thereunder from time to time;

(u) "Letter of Transmittal" means the letter of transmittal to be forwarded by TriLoch to the TriLoch Shareholders for purposes of making their election to receive the Trust Unit Consideration in exchange for their TriLoch Shares;

(v) "Meeting" means the special meeting of the TriLoch Securityholders to be called to, among other things, consider and, if thought fit, authorize, approve and adopt the Arrangement in accordance with the Interim Order and any adjournments thereof;

(w) "Newco" means NuLoch Resources Inc., a body corporate incorporated pursuant to the ABCA;

(x) "Newco Class A Shares" means the Class A Shares of Newco as constituted on the Effective Date;

(y) "Newco Class B Shares" means the Class B Shares of Newco as constituted on the Effective Date;

(z) "Newco Conveyance Agreement" means the agreement entered into between TriLoch and Newco, in the form attached to the Arrangement Agreement as Exhibit 2, providing for, among other things, the sale by TriLoch to Newco of the Retained Assets;

(aa) "Newco Shareholders" means the holders of Newco Class A Shares;

(bb) "Newco Shares" means, collectively, the Newco Class A Shares and Newco Class B Shares;

(cc) "Newco Share Consideration" means the consideration in the form of Newco Class A Shares to be received pursuant to paragraph 3.1(c)(i);

(dd) "Note" means the unsecured, subordinated promissory note issuable by AcquisitionCo under the Arrangement in an aggregate principal amount equal to the product obtained when the Enerplus Weighted Average Trading Price is multiplied by the aggregate number of Trust Units issuable pursuant to Section 3.1(c);

(ee) "Plan" means this plan of arrangement, as amended or supplemented from time to time, and "hereby", "hereof", "hereunder", "herewith" and similar terms mean and refer to this Plan and not to any particular provision of this Plan;

(ff) "Registrar" means the Registrar of Corporations duly appointed under Section 263 of the ABCA;

(gg) "Regulation S" means Regulation S under the U.S. Securities Act;

(hh) "Retained Assets" means the assets owned by TriLoch and to be sold to Newco pursuant to the Newco Conveyance Agreement, all as more particularly described in, and subject to the liabilities set forth in, the Newco Conveyance Agreement;

(ii) "TriLoch" means TriLoch Resources Inc., a corporation incorporated under the ABCA;

(jj) "TriLoch Class A Shares" means the Class A shares of TriLoch as constituted on the date hereof;

(kk) "TriLoch Class B Shares" means the Class B Shares of TriLoch as constituted on the date hereof;

(ll) "TriLoch Dissenting Optionholders" means holders of TriLoch Options that are ultimately entitled to be paid by TriLoch the fair value for the TriLoch Options in respect of which they dissent in accordance with the provisions of the Interim Order and Article 5 hereof; whether by order of the Court or by acceptance of an offer made pursuant to such Interim Order;

(mm) "TriLoch Dissenting Shareholders" means holders of TriLoch Shares that are ultimately entitled to be paid by TriLoch the fair value for the TriLoch Shares in respect of which they dissent in accordance with the provisions of the Interim Order and Article 5 hereof; whether by order of the Court or by acceptance of an offer made pursuant to such Interim Order;

(nn) "TriLoch Dissenting Securityholders" means TriLoch Dissenting Shareholders and/or TriLoch Dissenting Optionholders, as applicable;

(oo) "TriLoch Optionholder" means the holder of any TriLoch Options;

(pp) "TriLoch Options" means all outstanding options or other rights (if any) to purchase TriLoch Class A Shares pursuant to TriLoch's existing stock option plan or otherwise;

(qq) "TriLoch Shareholders" means the holders of TriLoch Shares;

(rr) "TriLoch Shares" means, collectively, the TriLoch Class A Shares and the TriLoch Class B Shares;

(ss) "TriLoch Securityholders" means, collectively, TriLoch Shareholders and TriLoch Optionholders;

(tt) "Trust Unit Consideration" means the consideration in the form of Trust Units to be received by Holder pursuant to paragraph 3.1(c)(ii);

(uu) "Trust Units" means the trust units of the Fund as constituted on the date hereof;

(vv) "TSX" means the Toronto Stock Exchange;

(ww) "United States" means the United States, as defined in Rule 902(e) under Regulation S;

(xx) "U.S. Person" means a U.S. person as defined in Rule 902(k) under Regulation S;

(yy) "U.S. Securities Act" means the U.S. *Securities Act* of 1933, as amended; and

(zz) "U.S. TriLoch Shareholder" means any TriLoch Shareholder, who is, at the Effective Time, either in the United States or a U.S. Person.

1.2 The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

1.3 Unless the contrary intention appears, references in this Plan to an article, section, paragraph, subparagraph or schedule by number or letter or both refer to the article, section, paragraph, subparagraph or schedule bearing that designation in this Plan.

1.4 In this Plan, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

1.5 The following schedules to this Plan of Arrangement are incorporation by reference herein and form part of this Plan of Arrangement.

Schedule A – Terms of Note

1.6 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

1.7 References in this Plan 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
PURPOSE AND EFFECT OF THE PLAN

2.1 The following is only intended to be a general statement of the purpose of the Plan and is qualified in its entirety by the specific provisions of the Plan.

The purpose of the Plan is to implement part of a reorganization of the business of TriLoch, that part resulting in: (i) certain assets and liabilities of TriLoch being transferred to Newco in consideration of, amongst other things, the issue to TriLoch of Newco Class A Shares; (ii) the transfer by TriLoch Shareholders to AcquisitionCo of all of the TriLoch Shares, and each TriLoch Shareholder receiving Trust Units of the Fund; and (iii) the distribution of Newco Class A Shares to former TriLoch Class A Shareholders.

2.2 At the Effective Time, the Plan shall be binding upon TriLoch, the TriLoch Securityholders, Newco, the Newco Shareholders, the Fund, EnerMark and AcquisitionCo.

2.3 Articles of Arrangement shall be filed with the Registrar with the purpose and intent that none of the provisions of the Plan shall become effective unless all of the provisions of the Plan shall have become effective.

ARTICLE 3
ARRANGEMENT

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

(a) the Retained Assets shall be transferred by TriLoch to Newco, and Newco shall issue Newco Class A Shares to TriLoch in consideration therefor in accordance with the terms and conditions of the Newco Conveyance Agreement. The number of Newco Class A Shares to be issued to TriLoch shall be the difference between the number of TriLoch Class A Shares outstanding immediately prior to the Effective Time and the number of Newco Class A Shares held by TriLoch immediately prior to the Effective Time;

(b) all unexercised TriLoch Options shall be cancelled and terminated and cease to represent any right or claim whatsoever, including without limitation, a right to acquire a TriLoch Class A Share or any other share or interest in the capital of TriLoch, AcquisitionCo or the Fund;

(c) all TriLoch Shares (other than those held by or on behalf of TriLoch Dissenting Shareholders) shall be transferred to AcquisitionCo (free of any claims), and each Holder thereof shall be entitled to receive, in exchange therefor, from AcquisitionCo in the case of the consideration payable pursuant to paragraph 3.1(c)(i) and from the Fund in the case of the consideration payable pursuant to paragraph 3.1(c)(ii), subject to adjustment under Section 4.4 hereof, consideration comprised of:

(i) one Newco Class A Share for each TriLoch Class A Share held, to be delivered following the Amalgamation; and

(ii) 0.07151 of a Trust Unit for each TriLoch Class A Share held and 0.23923 of a Trust Unit for each TriLoch Class B Share held;

(d) AcquisitionCo shall issue the Note to the Fund as consideration payable for the issuance of the Trust Units issued pursuant to Section 3.1(c);

(e) with respect to each TriLoch Share (other than TriLoch Shares held by TriLoch Dissenting Shareholders):

(i) the Holder of each such TriLoch Share shall cease to be the Holder of such share and such Holder's name shall be removed from the register of TriLoch Shares with respect to such TriLoch Shares as of the Effective Date; and

(ii) AcquisitionCo or its nominee shall and shall be deemed to be, the transferee of such share (free of any claims) and shall be entered in the register of TriLoch Shares as the Holder thereof as of the Effective Date;

(f) TriLoch and AcquisitionCo shall be amalgamated and continue as one corporation (the "Amalgamation") in accordance with the following:

(i) the TriLoch Shares, all of which are owned by AcquisitionCo, shall be cancelled without any repayment of capital;

(ii) the articles of AmalgamationCo shall be the same as the articles of AcquisitionCo, and the name of the amalgamated corporation shall be the name of AcquisitionCo;

(iii) no securities shall be issued by AcquisitionCo in connection with the Amalgamation and for greater certainty, the common shares and Note of AcquisitionCo shall survive and continue to be common shares and Note of AmalgamationCo without amendment;

(iv) the property of each of the amalgamating corporations shall continue to be the property of AmalgamationCo;

(v) AmalgamationCo shall continue to be liable for the obligations of each of the amalgamating corporations;

(vi) any existing cause of action, claim or liability to prosecution of either of the amalgamating corporations shall be unaffected;

(vii) any civil, criminal or administrative action or proceeding pending by or against either of the amalgamating corporations may be continued to be prosecuted by or against AmalgamationCo;

(viii) a conviction against, or ruling, order or judgment in favour of or against, either of the amalgamating corporations may be enforced by or against AmalgamationCo;

(ix) the Articles of Amalgamation of AcquisitionCo shall be deemed to be the Articles of Incorporation of AmalgamationCo and the Certificate of Amalgamation of AcquisitionCo shall be deemed to be the Certificate of Incorporation of AmalgamationCo;

(x) the by-laws of AmalgamationCo shall be the by-laws of AcquisitionCo;

(xi) the first directors of AmalgamationCo shall be the directors of AcquisitionCo;

(xii) the first officers of AmalgamationCo shall be the officers of AcquisitionCo; and

(xiii) the registered office of AmalgamationCo shall be the registered office of AcquisitionCo;

(g) with respect to each TriLoch Class A Share acquired by AcquisitionCo as described above in paragraph 3.1(c)(i), AmalgamationCo shall deliver one Newco Class A Share to the former holder of such TriLoch Class A Share and the name of such former holder shall be added to the register of holders of Newco Class A Shares;

(h) with respect to each TriLoch Class A Share acquired by AcquisitonCo as described above in paragraph 3.1(c)(ii), AmalgamationCo shall deliver or cause to be delivered 0.07151 of a Trust Unit, and with respect to each of TriLoch Class B Share acquired by AcquisitionCo as described above in paragraph 3.1(c)(ii), AmalgamationCo shall deliver or cause to be delivered 0.23923 of a Trust Unit, and the name of such former holders shall be added to the register of holders of Trust Units; and

(i) the Newco Class A Shares shall be consolidated on the basis of one new for ten old Newco Class A Shares.

3.2 The number of Trust Units issuable hereunder for each TriLoch Class A Share (being 0.07151) and TriLoch Class B Share (being 0.23923) (the "Exchange Ratios") shall be proportionately and appropriately adjusted to reflect fully the effect of any split, reverse split, Trust Unit distribution (including any distribution of securities convertible into Trust Units to all or substantially all holders of Trust Units other than a distribution pursuant to Section 5.08 of the Trust Indenture of the Fund), reorganization, recapitalization or other like change with respect to Trust Units occurring after May 16, 2005 and prior to the Effective Time.

3.3 Notwithstanding that the transactions or events set out herein shall occur and shall be deemed to occur in the order set out in this Plan without further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein, including, without limitation, any resolution of directors authorizing the issue, transfer or purchase for cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

ARTICLE 4
OUTSTANDING CERTIFICATES AND PAYMENTS

4.1 After the Effective Time, certificates formerly representing TriLoch Shares shall represent only the right to receive the Trust Unit Consideration and the certificates representing the Trust Units and Newco Class A Shares, which the former Holder of such TriLoch Shares is, subject to Section 4.3, entitled to receive pursuant to Article 3 of this Plan, subject to compliance with the requirements set forth in this Article 4.

4.2 AmalgamationCo shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Holder of TriLoch Shares with the Depositary of a duly completed Letter of Transmittal and the certificates representing such TriLoch Shares, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) to such Holder of TriLoch Shares 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 Depositary for pick-up by such Holder,

certificates representing the number of Trust Units and Newco Class A Shares, respectively, issuable to such Holder, all as determined in accordance with Article 3, and, in particular, paragraph 3.1(c).

4.3 The former Holders of TriLoch Shares shall not be entitled to any interest, dividend, premium or other payment on or with respect to the TriLoch Shares other than the Trust Unit Consideration, and the certificates representing the Trust Units and Newco Class A Shares which they are entitled to receive pursuant to this Plan.

4.4 No fractional Trust Units shall be issued and any Holder who would otherwise be entitled to receive a fractional Trust Unit shall receive the next lowest whole number of Trust Units, if such fraction is less than 0.5 and shall receive the next higher whole number of Trust Units if such fraction is 0.5 or greater.

4.5 No fractional Newco Class A Shares shall be issued and any Holder who would otherwise be entitled to receive a fractional Newco Class A Share shall receive the next lowest whole number of Newco Class A Shares, of such fraction is less than 0.5 and shall receive the next higher whole number of Newco Class A Shares if such fraction is 0.5 or greater.

4.6 Any certificate formerly representing TriLoch Shares that is not deposited with all other documents as provided in Section 4.2 on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and the right of the Holder of such TriLoch Shares to receive the certificates representing Newco Class A Shares and Trust Units shall be deemed to be surrendered to AmalgamationCo and in the case of the Newco Class A Shares shall be deemed to be surrendered to Newco, together with all dividends, distributions or cash payments thereon held for such Holder.

4.7 All dividends paid or distributions made in respect of Trust Units or Newco Class A Shares, as the case may be, issued to a former Holder for which a certificate representing Trust Units or Newco Class A Shares has not been delivered to such Holder in accordance with Section 4.2 shall in each case be paid or delivered to the Depositary to be held in trust for such Holder for delivery to the Holder, net of all withholding and other taxes, upon delivery of the certificates in accordance with Section 4.2.

4.8 TriLoch, the Fund, EnerMark, AcquisitionCo, AmalgamationCo and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any holder of TriLoch Shares or TriLoch Options such amounts as TriLoch, the Fund or the Depositary is required to deduct and withhold with respect to such payment under the ITA, the United States *Internal Revenue Code of 1986* or any provision of federal, 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 holder of the TriLoch Shares or TriLoch Options in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 5
SECURITYHOLDERS DISSENT RIGHTS

5.1 Holders of TriLoch Shares and TriLoch Options who have given a demand for payment which remains outstanding on the Effective Date in accordance with the rights of dissent in respect of the Plan granted by the Interim Order and who:

(a) with respect to TriLoch Shares:

(i) are ultimately entitled to be paid the fair value for the TriLoch Shares in respect of which they dissent in accordance with the provisions of such Interim Order, whether by order of the Court or by acceptance of an offer made pursuant to such Interim Order, shall be deemed to have transferred such TriLoch Shares to TriLoch for cancellation on the Effective Date and such shares shall be deemed to no longer be issued and outstanding as of the Effective Date; or

(ii) are ultimately not so entitled to be paid the fair value for the TriLoch Shares in respect of which they dissent, shall not be, or be reinstated as, securityholders of TriLoch but for purposes of receipt of consideration shall be treated as if they had participated in this Plan on the same basis as a non-dissenting Holder of TriLoch Shares who elected to receive the Trust Unit Consideration and accordingly shall be entitled to receive Trust Units and Newco Class A Shares as non-dissenting Holders are entitled to receive on the basis set forth in paragraph 3.1(c) and shall be deemed to have transferred such TriLoch Shares to AcquisitionCo as of the Effective Date,

but in no case shall AcquisitionCo, the Fund, EnerMark, AmalgamationCo, TriLoch, the Depositary or any other person be required to recognize such Holders of TriLoch Shares as shareholders of TriLoch after the Effective Date; and

(b) with respect to TriLoch Options:

(i) are ultimately entitled to be paid the fair value for the TriLoch Options in respect of which they dissent in accordance with the provisions of such Interim Order, whether by order of the Court or by acceptance of an offer made pursuant to such Interim Order, shall be deemed to have transferred such TriLoch Options to TriLoch for cancellation at the Effective Time immediately prior to any of the steps described in Section 3.1 and such options shall be deemed to no longer be issued and outstanding as of the Effective Time; or

(ii) are ultimately not so entitled to be paid the fair value, for any reason, for the TriLoch Options in respect of which they dissent, shall not be, or be reinstated as, TriLoch Optionholders but for purposes of receipt of consideration shall be treated as if they had participated in this Plan on the same basis as a non-dissenting TriLoch Optionholder and shall be deemed to have been cancelled as of the Effective Time, but in no case shall TriLoch, the Fund, EnerMark, AcquisitionCo, AmalgamationCo, the Depositary or any other person be required to recognize such TriLoch Optionholders, as holders of options or other rights to purchase or otherwise acquire TriLoch Shares after the Effective Date.

ARTICLE 6
AMENDMENTS

6.1 TriLoch reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is (a) agreed to by AcquisitionCo, (b) filed with the Court and, if made following the Meeting, approved by the Court and (c) communicated to TriLoch Securityholders in the manner required by the Court (if so required).

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by TriLoch at any time prior to or at the Meeting (provided that AcquisitionCo 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 which is approved by the Court following the Meeting shall be effective only (a) if it is consented to by TriLoch, (b) if it is consented to by AcquisitionCo and (c) if required by the Court or applicable law, it is consented to by the TriLoch Securityholders.

SCHEDULE "C"
TO ARTICLES OF ARRANGEMENT
1170959 ALBERTA LTD. – ARTICLES OF AMALGAMATION
OF 1170959 ALBERTA LTD. AND TRILOCH RESOURCES INC.

ALBERTA REGISTRIES

ARTICLES OF AMALGAMATION
Business Corporations Act
Section 185

1. NAME OF CORPORATION. 2. CORPORATE ACCESS NO.

TRILOCH RESOURCES INC.

3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE.

The annexed Schedule "A" is incorporated into and forms part of this form.

4. RESTRICTIONS IF ANY ON SHARE TRANSFERS.

The annexed Schedule "B" is incorporated into and forms part of this form.

5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS.

Minimum of one (1), maximum of seven (7).

6. RESTRICTIONS IF ANY ON BUSINESS THE CORPORATION MAY CARRY ON.

None.

7. OTHER RULES OR PROVISIONS IF ANY.

The annexed Schedule "C" is incorporated into and forms part of this form.

8. NAME OF AMALGAMATING CORPORATIONS. CORPORATE ACCESS NO.

NAME OF AMALGAMATING CORPORATIONS	CORPORATE ACCESS NO.
1170959 Alberta Ltd.	2011709595
TriLoch Resources Inc.	209239680

DATE	SIGNATURE	NAME AND TITLE
July 1, 2005		Print Name: David A. McCoy Print Title: Director

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act.

SCHEDULE "A"
ARTICLES OF AMALGAMATION
OF
TRILOCH RESOURCES INC.

(share structure)

The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of Preferred Shares. The rights, privileges and restrictions of the Common and Preferred Shares are as follows:

1. The rights of the holders of the Common Shares are equal in all respects and include the rights

   a) to vote at all meetings of shareholders of the Corporation, except meetings at which only holders of a specified class of shares are entitled to vote;

   b) subject to the rights, privileges, restrictions and conditions attaching to any other class or series of shares of the Corporation, to receive any dividend declared by the Corporation on the Common Shares; and

   c) subject to the rights, privileges, restrictions and conditions attaching to any other class or series of shares of the Corporation, to receive the remaining property of the Corporation upon dissolution.

2. a) The Preferred Shares may be issued from time to time in one or more series with such rights, restrictions, privileges, conditions and designations attached thereto as shall be fixed from time to time before issuance by any resolution or resolutions providing for the issue of the shares of any series which may be passed by the board of directors of the Corporation and confirmed and declared by articles of amendment. Reference to one class or series of shares ranking on a parity with another class or series of shares shall mean ranking on a parity with respect to payment of dividends and distribution of assets in the event of liquidation, dissolution or winding-up of the Corporation whether voluntary or involuntary to the extent of their respective rights in that connection.

   b) The Preferred Shares of each series shall rank on a parity with the Preferred Shares of every other series, provided, however, that when in the case of any of such shares any cumulative dividends or amounts payable on a return of capital are not paid in full in accordance with their respective terms, the Preferred Shares of all series shall participate ratably in respect of such dividends (including all unpaid accumulated dividends which for such purpose shall be calculated as if the same were accruing up to the date of payment) in accordance with the sums which would be payable on said shares if all such dividends were declared and paid in full in accordance with their respective terms, and on any return of capital in accordance with the sums which would be payable on such return of capital if all sums so payable were paid in full in accordance with their respective terms, and provided further that in the event of there being insufficient assets to satisfy in full all such claims as aforesaid, the claims of the holders of the said shares with respect to return of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment and satisfaction of claims in respect of dividends as aforesaid.

c) The Preferred Shares shall be entitled to preference over the Common Shares of the Corporation and any other shares of the Corporation ranking junior to the said Preferred Shares with respect to payment of dividends and distribution of assets in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, to the extent fixed in the case of each respective series, and may also be given such other preferences over the Common Shares of the Corporation and any other shares of the Corporation ranking junior to the said Preferred Shares as may be fixed in the case of each such series.

SCHEDULE "B"
ARTICLES OF AMALGAMATION
OF
TRILOCH RESOURCES INC.

(restrictions on share transfers)

The right to transfer shares of the Corporation is restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of the Corporation unless the transfer has been approved by the directors of the Corporation, such approval to be signified by a resolution of the Board of Directors of the Corporation.

SCHEDULE "C"
ARTICLES OF AMALGAMATION
OF
TRILOCH RESOURCES INC.

(other rules or provisions)

1. The number of shareholders of the Corporation, exclusive of persons who are in its employment and are shareholders of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, shareholders of the Corporation, and have continued to be shareholders of the Corporation after termination of that employment, is limited to not more than fifty persons, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.

3. The Corporation has a lien on the shares of a shareholder or his legal representative for a debt of that shareholder to the Corporation, provided that such lien shall be released in respect of shares transferred by such shareholder (or his legal representative) as permitted pursuant to the terms of these Articles or any unanimous shareholders agreement in respect of the Corporation.

4. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual meeting, but the number of additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last annual meeting of the Corporation.