ARTICLES OF ARRANGEMENT

Business Corporations Act
(Alberta)
Sections 193

1. Name of Corporation:	2. Corporate Access Number:
Grande Cache Coal Corporation	**208894378**

3. In accordance with the Order approving the Arrangement, the Articles of the Corporation are amended as follows:

In accordance with the Order of the Court of Queen's Bench of Alberta dated January 13, 2012 approving an arrangement pursuant to section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "A" (which is incorporated into and forms a part hereof), involving 1629835 Alberta Ltd., Grande Cache Coal Corporation and the shareholders of Grande Cache Coal Corporation is hereby effected.

The Articles of Grande Cache Coal Corporation are not amended by the Plan of Arrangement.

Robert H. Stan	(signed) "*Robert H. Stan*"
Name of Person Authorizing (please print)	Signature
President and Chief Executive Officer	March 1, 2012
Title (please print)	Date

PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 193 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1 INTERPRETATION

1.1 In this Plan of Arrangement, the following terms have the following meanings:

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

(b) **"Arrangement", "herein", "hereof", "hereto", "hereunder"** and similar expressions mean and refer to the arrangement pursuant to Section 193 of the ABCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

(c) **"Arrangement Agreement"** means the agreement dated October 31, 2011, between Purchaser and Company with respect to the Arrangement and all amendments thereto;

(d) **"Arrangement Resolution"** means the special resolution of Company Shareholders in respect of the Arrangement to be considered at the Company Meeting substantially in the form attached as Exhibit "A" to the Arrangement Agreement;

(e) **"Articles of Arrangement"** means the articles of arrangement to be prepared by Company, with the cooperation, consultation and prior approval of Purchaser, acting reasonably, in respect of the Arrangement required under Subsection 193(10) of the ABCA to be sent to the Registrar for filing after the Final Order has been granted, giving effect to the Arrangement;

(f) **"Company"** means Grande Cache Coal Corporation., a corporation incorporated under the ABCA;

(g) **"Company Common Shares"** means the common shares in the capital of Company;

(h) **"Company Meeting"** means the special meeting of Company Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournment(s) thereof;

(i) **"Company Rights Plan"** means the shareholder protection rights plan agreement originally dated effective May 27, 2005 and amended and restated effective as of June 30, 2011 and August 5, 2011;

(j) **"Company Shareholders"** means holders of Company Common Shares;

(k) **"Certificate"** means the certificate or certificates or other confirmation of filing to be issued by the Registrar pursuant to Section 193(11) of the ABCA giving effect to the Arrangement;

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

(m) **"Depositary"** means Computershare Trust Company of Canada, a trust company licensed to carry on business in the Province of Alberta at its principal office in Calgary, Alberta;

(n) **"Dissenting Company Shareholders"** means registered Company Shareholders who validly exercise the rights of dissent provided to them under the Interim Order;

(o) **"Effective Date"** means the date the Arrangement is effective under the ABCA;

(p) **"Effective Time"** means the time at which the Articles of Arrangement are filed with the Registrar on the Effective Date and the Arrangement becomes effective;

(q) **"Final Order"** means the order of the Court approving the Arrangement to be applied for by Company following the approval of the Arrangement Resolution at the Company Meeting and to be granted pursuant to Subsection 193(9) of the ABCA in respect of Company Shareholders, Company, and Purchaser, as such order may be affirmed, amended or modified by the Court (with the consent of both Company and Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is acceptable to both Company and Purchaser, each acting reasonably) on appeal;

(r) **"Information Circular"** means the management information circular and proxy statement of Company, together with all appendices thereto to be mailed or otherwise distributed by Company to the Company Shareholders and such other securityholders of Company as may be required pursuant to the Interim Order in connection with the Company Meeting;

(s) **"Interim Order"** means an interim order of the Court concerning the Arrangement under Subsection 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the Company Meeting, 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 (5th Supp.), as amended, including the regulations promulgated thereunder, as amended from time to time;

(u) **"Letter of Transmittal"** means the letter of transmittal accompanying the Information Circular sent to Company Shareholders pursuant to which holders of Company Common Shares are required to deliver certificates representing the Company Common Shares;

(v) **"Purchaser"** means 1629835 Alberta Ltd., a corporation incorporated under the ABCA; and

(w) **"Registrar"** means the Registrar of Corporations or the Deputy Registrar of Corporations appointed pursuant to Section 263 of the ABCA.

1.2 The division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections and subsections are to articles, sections and subsections of this Plan of Arrangement.

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 Unless otherwise specified, all references to "dollars" or "$" means Canadian dollars. All amounts that are not expressed in Canadian dollars shall, where necessary, be converted into Canadian dollars using the exchange rate quoted by the Bank of Canada at noon on the Effective Date.

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 of Arrangement 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
ARRANGEMENT AGREEMENT

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (i) all registered and beneficial Company Shareholders; (ii) Company; and (iii) Purchaser.

2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence set out therein.

ARTICLE 3
ARRANGEMENT

3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided herein.

Termination of Company Rights Plan

(a) The Company Rights Plan shall be terminated and all issued and outstanding rights pursuant to the Company Rights Plan shall be cancelled without any liability, payment or other compensation in respect thereof;

Dissenting Company Shareholders

(b) the Company Common Shares held by Dissenting Company Shareholders who have validly exercised the rights of dissent provided to them under the Interim Order which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Company, free and clear of all liens, claims and encumbrances, and cancelled and, as of the Effective Time, such Dissenting Company Shareholders shall cease to have any rights as Company Shareholders, other than the right to be paid the fair value of their Company Common Shares in accordance with Article 4;

Acquisition of Company Common Shares by Purchaser

(c) each issued and outstanding Company Common Share (other than those held by Dissenting Company Shareholders) shall be transferred by the holder thereof without any further action on its part, free and clear of all liens, claims and encumbrances, to Purchaser in exchange for $10.00 in cash paid by Purchaser and Purchaser shall be deemed to be the legal and beneficial owner of such transferred Company Common Share free and clear of any liens, claims or encumbrances, and upon such transfer:

   (i) the holders of such Company Common Shares shall cease to be the holders of Company Common Shares and the names of such holders shall be removed from the register of holders of Company Common Shares with respect to all such Company Common Shares; and

   (ii) Purchaser shall become the holder of the Company Common Shares so transferred and shall be added to the register of holders of Company Common Shares as the registered holder of such shares.

ARTICLE 4
DISSENTING COMPANY SHAREHOLDERS

4.1 Each registered holder of Company Common Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order and this Article 4, provided that notwithstanding Section 191(5) of the ABCA, the written objection to the Arrangement referred to in Section 191(5) of the ABCA must be received by Company not later than 4:00 p.m. (Calgary time) on the date that is two business days prior to the date of the Company Meeting. A Dissenting Company Shareholder shall, at the Effective Time, cease to have any rights as a holder of Company Common Shares (other than as set forth herein) and shall only be entitled to be paid by Company the fair value of the holder's Company Common Shares. A Dissenting Company Shareholder who is entitled to be paid by Company the fair value of the holder's Company Common Shares shall be deemed to have transferred the holder's Company Common Shares, free and clear of all liens, claims and encumbrances, to Company for cancellation without any further act or formality as of the Effective Time, notwithstanding the provisions of Section 191 of the ABCA.

4.2 A Dissenting Company Shareholder who for any reason is not entitled to be paid the fair value of the holder's Company Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Common Shares notwithstanding the provisions of Section 191 of the ABCA.

4.3 The fair value of the Company Common Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement Resolution is approved by the holders of Company Common Shares.

4.4 In no event shall Company or Purchaser be required to recognize such Dissenting Company Shareholder as a Company Shareholder after the Effective Time and the names of such holders shall be removed from the register of Company Shareholders as at the Effective Time.

4.5 For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, any person who votes (or instructs, or is deemed by submission of any incomplete proxy, to have instructed his , or her proxyholder to vote) in favour of the Arrangement Resolution shall not be entitled to dissent with respect to the Arrangement. In addition, a Dissenting Company Shareholder may only exercise dissent rights in respect of all, and not less than all, of its Company Common Shares.

ARTICLE 5
OUTSTANDING CERTIFICATES

5.1 Purchaser shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Company Common Shares of a duly completed and executed Letter of Transmittal, such additional documents and instruments as the Depositary may reasonably require and the certificates representing such Company Common Shares, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or

(b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such holder;

a cheque for the aggregate consideration payable to such holder under the Arrangement.

5.2 Until deposited as contemplated by Section 5.1, each certificate that immediately prior to the Effective Time represented Company Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such deposit the consideration and other property to which the holders of such Company Common Shares are entitled under the Arrangement, or as to those held by Dissenting Company Shareholders, other than those Dissenting Company Shareholders deemed to have participated in the Arrangement pursuant to

Section 4.2, to receive the fair value of the Company Common Shares represented by such certificates. Any such certificate formerly representing Company Common Shares not duly surrendered on or before the last business day prior to the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against Company or Purchaser. On such date, all consideration and other property to which such former holder was entitled shall be deemed to have been surrendered to Company or Purchaser, as applicable.

5.3 No Company Shareholder shall be entitled to receive any consideration with respect to such Company Common Shares other than the consideration and other property to which such holder is entitled to receive under the Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

5.4 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Company Common Shares, that were exchanged pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration and other property to which the holder is entitled pursuant to the Arrangement as determined in accordance with the Arrangement. The person who is entitled to receive such consideration and other property shall, as a condition precedent to the receipt thereof, give a bond satisfactory to Purchaser and its transfer agent in such form as is satisfactory to Purchaser and such transfer agent, each acting reasonably, or otherwise indemnify Company, Purchaser and the transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 6
AMENDMENTS

6.1 Company and Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by both parties, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Company Shareholders, if and as required by the Court.

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Company or Purchaser at any time prior to or at the Company Meeting (provided that the other party 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 Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

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

6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time effective only if it is consented to in writing by each of Purchaser and Company, provided that it concerns a matter which, in the reasonable opinion of each of Purchaser and Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial interests of any former holder of Company Common Shares.

SD....9 2 7 7

CLERK OF THE COURT
FILED
JAN 13 2012
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	1101-16516
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	Grande Cache Coal Corporation
RESPONDENTS	None
DOCUMENT	**FINAL ORDER**

I hereby certify this to be a true copy of the original Order
Dated this 13 day of Jan, 2012
for Clerk of the Court

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 3N9
Lawyer: Jeff E. Sharpe
Phone Number: (403) 260-0176
Fax Number: (403) 260-0332
Email Address: jes@bdplaw.com
File No. 60124-24/JES

Date on Which Order Was Pronounced: Friday, January 13, 2012

Name of Judge Who Made This Order: Justice B.E.C. Romaine

ORDER

UPON the Application of Grande Cache Coal Corporation (**"Grande Cache"**) for approval of a proposed arrangement (the **"Arrangement"**) under Section 193 of the Business Corporations Act, R.S.A. 2000, as amended (the **"ABCA"**);

AND UPON reading the Originating Application of Grande Cache and the Affidavits of Robert H. Stan, President and Chief Executive Officer of Grande Cache sworn on December 9, 2011 and January 12, 2012 and the exhibits referred to therein;

AND UPON hearing counsel for Grande Cache;

AND UPON BEING ADVISED that no Notices of Intention to Appear have been filed with respect to this application;

AND UPON BEING ADVISED that the Executive Director of the Alberta Securities Commission (the **"Executive Director"**) has been served with notice of this application and that the Executive Director neither consents to nor opposes this application;

AND UPON IT APPEARING that a special meeting (the **"Meeting"**) of the holders (**"Grande Cache Shareholders"**) of common shares (**"Grande Cache Shares"**) of Grande Cache was called and conducted on January 12, 2012, in accordance with the Interim Order of this Honourable Court dated December 9, 2011 (the **"Interim Order"**), that the required quorum was present at the Meeting, and that the Grande Cache Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the 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 BEING SATISFIED based upon the evidence presented that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the Grande Cache Shareholders and that the Arrangement ought to be approved;

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

1. The Plan of Arrangement, as amended, proposed by Grande Cache, in the form attached as Schedule "A" to this Order, is hereby approved by this Court under Section 193 of the ABCA and will, upon the filing of the Articles of Arrangement under the ABCA, become effective in accordance with its terms and be binding on each Grande Cache Shareholder, Grande Cache, 1629835 Alberta Ltd. (**"Purchaser"**) and all other persons.
2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the holders of Grande Cache Shares and to other affected parties.
3. The Articles of Arrangement in respect of the Arrangement shall be filed pursuant to Section 193 of the ABCA on such date as Grande Cache and Purchaser determine, provided that such date is not later than February 28, 2012, unless otherwise agreed to by Purchaser and Grande Cache.
4. Service of notice of this application, of the notices in respect of the Meeting and of 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.

"B. E. C. Romaine"

Justice of the Court of Queen's Bench of Alberta

PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 193 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1 INTERPRETATION

1.1 In this Plan of Arrangement, the following terms have the following meanings:

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

(b) **"Arrangement", "herein", "hereof", "hereto", "hereunder"** and similar expressions mean and refer to the arrangement pursuant to Section 193 of the ABCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

(c) **"Arrangement Agreement"** means the agreement dated October 31, 2011, between Purchaser and Company with respect to the Arrangement and all amendments thereto;

(d) **"Arrangement Resolution"** means the special resolution of Company Shareholders in respect of the Arrangement to be considered at the Company Meeting substantially in the form attached as Exhibit "A" to the Arrangement Agreement;

(e) **"Articles of Arrangement"** means the articles of arrangement to be prepared by Company, with the cooperation, consultation and prior approval of Purchaser, acting reasonably, in respect of the Arrangement required under Subsection 193(10) of the ABCA to be sent to the Registrar for filing after the Final Order has been granted, giving effect to the Arrangement;

(f) **"Company"** means Grande Cache Coal Corporation., a corporation incorporated under the ABCA;

(g) **"Company Common Shares"** means the common shares in the capital of Company;

(h) **"Company Meeting"** means the special meeting of Company Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournment(s) thereof;

(i) **"Company Rights Plan"** means the shareholder protection rights plan agreement originally dated effective May 27, 2005 and amended and restated effective as of June 30, 2011 and August 5, 2011;

(j) **"Company Shareholders"** means holders of Company Common Shares;

(k) **"Certificate"** means the certificate or certificates or other confirmation of filing to be issued by the Registrar pursuant to Section 193(11) of the ABCA giving effect to the Arrangement;

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

(m) **"Depositary"** means Computershare Trust Company of Canada, a trust company licensed to carry on business in the Province of Alberta at its principal office in Calgary, Alberta;

(n) **"Dissenting Company Shareholders"** means registered Company Shareholders who validly exercise the rights of dissent provided to them under the Interim Order;

(o) **"Effective Date"** means the date the Arrangement is effective under the ABCA;

(p) **"Effective Time"** means the time at which the Articles of Arrangement are filed with the Registrar on the Effective Date and the Arrangement becomes effective;

(q) **"Final Order"** means the order of the Court approving the Arrangement to be applied for by Company following the approval of the Arrangement Resolution at the Company Meeting and to be granted pursuant to Subsection 193(9) of the ABCA in respect of Company Shareholders, Company, and Purchaser, as such order may be affirmed, amended or modified by the Court (with the consent of both Company and Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is acceptable to both Company and Purchaser, each acting reasonably) on appeal;

(r) **"Information Circular"** means the management information circular and proxy statement of Company, together with all appendices thereto to be mailed or otherwise distributed by Company to the Company Shareholders and such other securityholders of Company as may be required pursuant to the Interim Order in connection with the Company Meeting;

(s) **"Interim Order"** means an interim order of the Court concerning the Arrangement under Subsection 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the Company Meeting, 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 (5th Supp.), as amended, including the regulations promulgated thereunder, as amended from time to time;

(u) **"Letter of Transmittal"** means the letter of transmittal accompanying the Information Circular sent to Company Shareholders pursuant to which holders of Company Common Shares are required to deliver certificates representing the Company Common Shares;

(v) **"Purchaser"** means 1629835 Alberta Ltd., a corporation incorporated under the ABCA; and

(w) **"Registrar"** means the Registrar of Corporations or the Deputy Registrar of Corporations appointed pursuant to Section 263 of the ABCA.

1.2 The division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections and subsections are to articles, sections and subsections of this Plan of Arrangement.

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 Unless otherwise specified, all references to "dollars" or "$" means Canadian dollars. All amounts that are not expressed in Canadian dollars shall, where necessary, be converted into Canadian dollars using the exchange rate quoted by the Bank of Canada at noon on the Effective Date.

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 of Arrangement 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
ARRANGEMENT AGREEMENT

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (i) all registered and beneficial Company Shareholders; (ii) Company; and (iii) Purchaser.

2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence set out therein.

ARTICLE 3
ARRANGEMENT

3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided herein.

Termination of Company Rights Plan

(a) The Company Rights Plan shall be terminated and all issued and outstanding rights pursuant to the Company Rights Plan shall be cancelled without any liability, payment or other compensation in respect thereof;

Dissenting Company Shareholders

(b) the Company Common Shares held by Dissenting Company Shareholders who have validly exercised the rights of dissent provided to them under the Interim Order which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Company, free and clear of all liens, claims and encumbrances, and cancelled and, as of the Effective Time, such Dissenting Company Shareholders shall cease to have any rights as Company Shareholders, other than the right to be paid the fair value of their Company Common Shares in accordance with Article 4;

Acquisition of Company Common Shares by Purchaser

(c) each issued and outstanding Company Common Share (other than those held by Dissenting Company Shareholders) shall be transferred by the holder thereof without any further action on its part, free and clear of all liens, claims and encumbrances, to Purchaser in exchange for $10.00 in cash paid by Purchaser and Purchaser shall be deemed to be the legal and beneficial owner of such transferred Company Common Share free and clear of any liens, claims or encumbrances, and upon such transfer:

   (i) the holders of such Company Common Shares shall cease to be the holders of Company Common Shares and the names of such holders shall be removed from the register of holders of Company Common Shares with respect to all such Company Common Shares; and

   (ii) Purchaser shall become the holder of the Company Common Shares so transferred and shall be added to the register of holders of Company Common Shares as the registered holder of such shares.

ARTICLE 4
DISSENTING COMPANY SHAREHOLDERS

4.1 Each registered holder of Company Common Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order and this Article 4, provided that notwithstanding Section 191(5) of the ABCA, the written objection to the Arrangement referred to in Section 191(5) of the ABCA must be received by Company not later than 4:00 p.m. (Calgary time) on the date that is two business days prior to the date of the Company Meeting. A Dissenting Company Shareholder shall, at the Effective Time, cease to have any rights as a holder of Company Common Shares (other than as set forth herein) and shall only be entitled to be paid by Company the fair value of the holder's Company Common Shares. A Dissenting Company Shareholder who is entitled to be paid by Company the fair value of the holder's Company Common Shares shall be deemed to have transferred the holder's Company Common Shares, free and clear of all liens, claims and encumbrances, to Company for cancellation without any further act or formality as of the Effective Time, notwithstanding the provisions of Section 191 of the ABCA.

4.2 A Dissenting Company Shareholder who for any reason is not entitled to be paid the fair value of the holder's Company Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Common Shares notwithstanding the provisions of Section 191 of the ABCA.

4.3 The fair value of the Company Common Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement Resolution is approved by the holders of Company Common Shares.

4.4 In no event shall Company or Purchaser be required to recognize such Dissenting Company Shareholder as a Company Shareholder after the Effective Time and the names of such holders shall be removed from the register of Company Shareholders as at the Effective Time.

4.5 For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, any person who votes (or instructs, or is deemed by submission of any incomplete proxy, to have instructed his , or her proxyholder to vote) in favour of the Arrangement Resolution shall not be entitled to dissent with respect to the Arrangement. In addition, a Dissenting Company Shareholder may only exercise dissent rights in respect of all, and not less than all, of its Company Common Shares.

ARTICLE 5
OUTSTANDING CERTIFICATES

5.1 Purchaser shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Company Common Shares of a duly completed and executed Letter of Transmittal, such additional documents and instruments as the Depositary may reasonably require and the certificates representing such Company Common Shares, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or

(b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such holder;

a cheque for the aggregate consideration payable to such holder under the Arrangement.

5.2 Until deposited as contemplated by Section 5.1, each certificate that immediately prior to the Effective Time represented Company Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such deposit the consideration and other property to which the holders of such Company Common Shares are entitled under the Arrangement, or as to those held by Dissenting Company Shareholders, other than those Dissenting Company Shareholders deemed to have participated in the Arrangement pursuant to

Section 4.2, to receive the fair value of the Company Common Shares represented by such certificates. Any such certificate formerly representing Company Common Shares not duly surrendered on or before the last business day prior to the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against Company or Purchaser. On such date, all consideration and other property to which such former holder was entitled shall be deemed to have been surrendered to Company or Purchaser, as applicable.

5.3 No Company Shareholder shall be entitled to receive any consideration with respect to such Company Common Shares other than the consideration and other property to which such holder is entitled to receive under the Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

5.4 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Company Common Shares, that were exchanged pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration and other property to which the holder is entitled pursuant to the Arrangement as determined in accordance with the Arrangement. The person who is entitled to receive such consideration and other property shall, as a condition precedent to the receipt thereof, give a bond satisfactory to Purchaser and its transfer agent in such form as is satisfactory to Purchaser and such transfer agent, each acting reasonably, or otherwise indemnify Company, Purchaser and the transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 6
AMENDMENTS

6.1 Company and Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by both parties, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Company Shareholders, if and as required by the Court.

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Company or Purchaser at any time prior to or at the Company Meeting (provided that the other party 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 Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

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

6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time effective only if it is consented to in writing by each of Purchaser and Company, provided that it concerns a matter which, in the reasonable opinion of each of Purchaser and Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial interests of any former holder of Company Common Shares.