

CORPORATE ACCESS NUMBER: 2015519149

Alberta

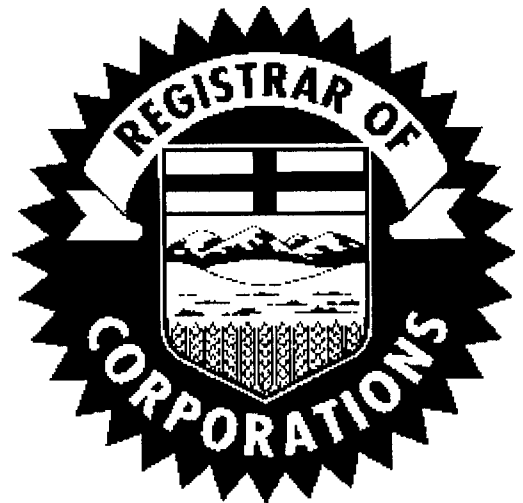
BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

**CEQUENCE ACQUISITIONS LTD.
IS THE RESULT OF AN AMALGAMATION FILED ON 2010/09/10.**



Alberta

MUNICIPAL AFFAIRS
Registries

Articles of Amalgamation

1. NAME OF AMALGAMATED CORPORATION

CEQUENCE ACQUISITIONS LTD.

2. CORPORATE ACCESS NUMBER

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

The Corporation is authorized to issue an unlimited number of Common Shares.

4. RESTRICTIONS ON SHARE TRANSFERS (IF ANY):

No shares of the Corporation shall be transferred to any person without the approval of the Board of Directors by resolution.

5. NUMBER, OR MINIMUM AND MAXIMUM NUMBER OF DIRECTORS:

Minimum 1 - Maximum 10

6. Restrictions if any on business the corporation may carry on

None.

7. OTHER PROVISIONS (IF ANY):

The attached Schedule is incorporated into and forms part of the Articles of the Corporation.

8. NAME OF AMALGAMATING CORPORATIONS

Cequence Acquisitions Ltd.

Temple Energy Inc.

CORPORATE ACCESS NUMBER

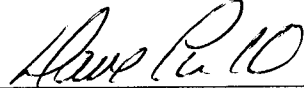
2015494251

2015087790

9. DATE

September 10, 2010

SIGNATURE



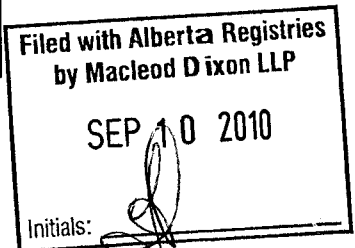
David Gillis

TITLE

Chief Financial Officer

FOR DEPARTMENTAL USE ONLY

FILED

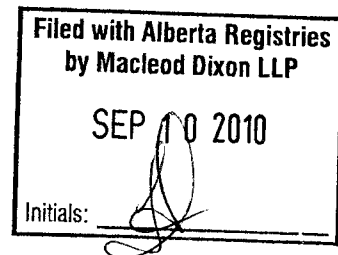


THIS SCHEDULE IS INCORPORATED INTO
AND FORMS PART OF THE ARTICLES OF
SEQUENCE ACQUISITIONS LTD. (the "Corporation")

OTHER RULES OR PROVISIONS (IF ANY):

The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors by resolution.





Articles Of Arrangement

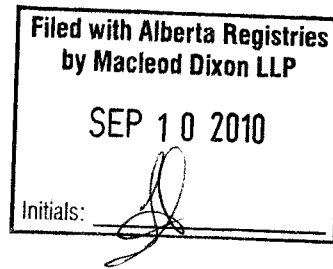
Business Corporations Act
Section 193

1. Name of Corporation	2. Corporate Access Number
CEQUENCE ACQUISITIONS LTD.	

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 September 8, 2010 approving the arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), a copy of which is attached hereto, the Plan of Arrangement, a copy of which is attached hereto as Schedule "A" to the order (which are incorporated into and form a part hereof), involving Cequence Acquisitions Ltd., Cequence Energy Ltd., Temple Energy Inc. and the shareholders of Temple Energy Inc. is hereby effected.

The Plan of Arrangement does not effect any amendment to the Articles of Cequence Acquisitions Ltd., other than a result of the amalgamation of Cequence Acquisitions Ltd. and Temple Energy Inc. to form Cequence Acquisitions Ltd., which forms part of the Plan of Arrangement.



David Gillis
Name of Person Authorizing (please print)

[Signature]
Signature

Chief Financial Officer
Title (please print)

September 10, 2010
Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE 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 ARRANGMENT INVOLVING
TEMPLE ENERGY INC., THE HOLDERS OF COMMON SHARES OF
TEMPLE ENERGY INC., CEQUENCE ENERGY LTD. AND CEQUENCE
ACQUISITIONS LTD.**

BEFORE THE HONOURABLE) AT THE COURT HOUSE, AT CALGARY,
JUSTICE A.D. MACLEOD) ALBERTA, ON WEDNESDAY THE 8th DAY OF
IN CHAMBERS) SEPTEMBER 2010.
)

FINAL ORDER

UPON THE APPLICATION of Temple Energy Inc. ("**Temple**"), for approval of a proposed arrangement (the "**Arrangement**") under section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**ABCA**");

AND UPON reading the Notice of Petition of Temple filed August 11, 2010, the Affidavit of R. Paul Wanklyn sworn on August 10, 2010, the Supplementary Affidavit of R. Paul Wanklyn, sworn September 8, 2010, and the exhibits referred to in those Affidavits;

AND UPON hearing the submissions of counsel for Temple;

AND UPON being advised that no Notices of Intention to Appear have been filed with respect to this Application;

AND UPON it appearing that a special meeting (the "**Temple Meeting**") of holders (the "**Temple Shareholders**") of common shares of Temple ("**Temple Shares**") was called and conducted in accordance with the Interim Order of this Honourable Court dated August 11, 2010 (the "**Interim Order**"), that the required quorum was present at the Temple Meeting and that the Temple 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 transaction contemplated by the Arrangement under any other provisions of the ABCA;

AND UPON being satisfied, based upon the evidence presented, that the terms and conditions of the Arrangement appear fair, both procedurally and substantively, to the Temple Shareholders and that the Arrangement ought to be approved;

AND UPON being advised that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirements under the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of common shares of Cequence Energy Ltd. (“**Cequence**”) issuable to the Temple Shareholders under the Arrangement;

IT IS HEREBY ORDERED AND DIRECTED THAT:


1. Subject to paragraph 3 of this Order, the Arrangement in the form attached as Schedule “A” to this Order is hereby approved by this Court pursuant to section 193 of the ABCA;
2. The Arrangement shall, upon the filing of the Articles of Arrangement under the ABCA, become effective in accordance with its terms and be binding on Temple and the Temple Shareholders and other affected parties;
3. The Articles of Arrangement in respect of the Arrangement shall be filed by Temple or Cequence pursuant to section 193 of the ABCA on such date as Temple and Cequence may determine, provided that if they are not filed on or before October 22, 2010, or such other date as otherwise agreed to by the parties, this Order shall be of no effect;
4. The terms of the Arrangement and the procedures relating thereto are fair and reasonable, both procedurally and substantively, to Temple Shareholders and other affected parties;
5. Service of notice of this application, notice in respect of the Temple Meeting, and the Interim Order is hereby deemed good and sufficient; and

6. Service of this Order is hereby dispensed with.

A handwritten signature in black ink, appearing to be 'J. C. Q. B. A.', written above a horizontal line.

J.C.Q.B.A.

ENTERED this 8th day of September, 2010.

K. MCAUSLAND 
Clerk of the Court of Queen's Bench

SCHEDULE "A"
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 shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

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

"**AcquisitionCo**" means Cequence Acquisitions Ltd., a corporation incorporated under the ABCA;

"**AcquisitionCo Shares**" means the common shares of AcquisitionCo;

"**AmalCo**" means the corporation resulting from the amalgamation of AcquisitionCo and Temple pursuant to subsection 3.1(c) hereof;

"**Arrangement**", "**herein**", "**hereof**", "**hereunder**" and similar expressions mean and refer to the arrangement involving Cequence, Temple, AcquisitionCo, AmalCo and the Temple Shareholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"**Arrangement Agreement**" means the arrangement agreement dated July 27, 2010 between Cequence and Temple with respect to the Arrangement, and all amendments thereto;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under the ABCA to be filed with the Registrar after the Final Order has been made;

"**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;

"**Cequence**" means Cequence Energy Ltd., a corporation existing under the ABCA;

"**Cequence Shares**" means common shares in the capital of Cequence;

"**Cequence Shareholder**" means holders from time to time of Cequence Shares;

"**Certificate**" means the certificate of arrangement or amalgamation, as the case may be, giving effect to the Arrangement, issued pursuant to subsection 193(11) of the ABCA after the Articles of Arrangement have been filed;

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

"**Depository**" means Valiant Trust Company at its offices referred to in the Letter of

Transmittal;

"Dissent Rights" means the right of a registered Temple Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the Temple Shares in respect of which the holder dissents, all in accordance with the Interim Order and Article 5 hereof;

"Dissenting Shareholders" means the registered Temple Shareholders that validly exercise the Dissent Rights and **"Dissenting Shareholder"** means any one of them;

"Effective Date" means the date the Arrangement is effective under the ABCA;

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

"Exchanging Temple Shareholders" means (i) Temple Shareholders who at all relevant times are not Non-Resident Shareholders; and (ii) Temple Shareholders that elect, in a form acceptable to Cequence, to be Exchanging Temple Shareholders;

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

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

"Letter of Transmittal" means the Letter of Transmittal for use by Temple Shareholders to be delivered in connection with the Arrangement;

"Non-Resident Shareholder" means a Temple Shareholder that is: (a) a person who is not a resident of Canada for the purposes of the Tax Act; or (b) a partnership that is not a Canadian partnership for the purposes of the Tax Act;

"Plan" or **"Plan of Arrangement"** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Section 9.3 of the Arrangement Agreement;

"Registrar" means the Registrar duly appointed under section 263 of the ABCA;

"Tax Act" means the *Income Tax Act* (Canada), R.S.C. 1985, c.l. (5th Supp), as amended, including the regulations promulgated thereunder;

"Temple" means Temple Energy Inc., a corporation existing under the ABCA;

"Temple Meeting" means the special meeting of Temple Shareholders to be held to consider the Arrangement and related matters, and any adjournments thereof;

"Temple Partnership" means Temple Energy Partnership, a partnership existing under the *Partnership Act* (Alberta); and

"**Temple Shares**" means common shares in the capital of Temple, and "**Temple Shareholders**" means the holders from time to time of Temple Shares.

- 1.2 The division of this Plan of Arrangement into articles and sections 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, subsections and subparagraphs are to articles, sections, subsections and subparagraphs 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 In the event that the date on which any action is required to be taken hereunder by any of the parties hereto 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.
- 1.6 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, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (a) the Temple Shareholders; (b) Temple; (c) Cequence; and (d) AcquisitionCo.
- 2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3 ARRANGEMENT

- 3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise expressly provided herein:
 - (a) the Temple Shares held by Dissenting Shareholders who have exercised Dissert Rights which remain valid immediately prior to the Effective Time shall, as of the

Effective Time, be deemed to have been transferred to Cequence and as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Temple Shareholders, other than the right to be paid the fair value of their Temple Shares in accordance with the Dissent Rights;

- (b) the Temple Shares held by Exchanging Temple Shareholders shall be transferred to Cequence (free of any claims) in exchange for Cequence Shares on the basis of 0.355 of a Cequence Share for each Temple Share so transferred; and
- (c) AcquisitionCo and Temple shall be amalgamated and continued as one corporation under the ABCA to form AmalCo in accordance with the following:
 - (i) *Name.* The name of AmalCo shall be Cequence Acquisitions Ltd.;
 - (ii) *Registered Office.* The registered office of AmalCo shall be the registered office of AcquisitionCo;
 - (iii) *Share Provisions.* AmalCo shall be authorized to issue an unlimited number of common shares of AmalCo;
 - (iv) *Restrictions on Transfer.* No shares of AmalCo shall be transferred to any person without the approval of the Board of Directors of AmalCo by resolution;
 - (v) *Directors and Officers.*
 - (A) *Minimum and Maximum.* The directors of AmalCo shall, until otherwise changed in accordance with the ABCA, consist of a minimum number of one director and a maximum number of ten directors;
 - (B) *Initial Directors.* The initial directors of AmalCo shall be the directors of AcquisitionCo; and
 - (C) *Initial Officers.* The initial officers of AmalCo shall be the officers of AcquisitionCo;
 - (vi) *Business and Powers.* There shall be no restrictions on the business AmalCo may carry on or on the powers it may exercise;
 - (vii) *Stated Capital.* The aggregate stated capital of AmalCo will be an amount equal to the aggregate of the stated capital for the shares of AcquisitionCo and Temple immediately before the Effective Date;
 - (viii) *By-laws.* The by-laws of AmalCo shall be the by-laws of AcquisitionCo, *mutatis mutandis*;
 - (ix) *Effect of Amalgamation.* The provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to the amalgamation with the result that:

- (A) all of the property of each of AcquisitionCo and Temple shall continue to be the property of AmalCo;
 - (B) AmalCo shall continue to be liable for all of the obligations of each of AcquisitionCo and Temple;
 - (C) any existing cause of action, claim or liability to prosecution of AcquisitionCo or Temple shall be unaffected;
 - (D) any civil, criminal or administrative action or proceeding pending by or against AcquisitionCo or Temple may be continued to be prosecuted by or against AmalCo; and
 - (E) a conviction against, or ruling, order or judgment in favour of or against, AcquisitionCo or Temple may be enforced by or against AmalCo;
- (x) *Articles.* The Articles of Arrangement filed shall be deemed to be the articles of amalgamation of AmalCo and the Certificate issued in respect of such Articles of Arrangement by the Registrar under the ABCA which gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of AmalCo;
- (xi) *Inconsistency with Laws.* To the extent any of the provisions of this Plan of Arrangement is deemed to be inconsistent with applicable laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency; and
- (xii) *Exchange and Cancellation of Temple Shares.* On the amalgamation:
- (A) each issued and outstanding Temple Share (other than Temple Shares held by Cequence) shall be cancelled and such holder's name shall be removed from the register of holders of Temple Shares as of the Effective Date and in consideration therefor the holder thereof shall receive 0.355 of a Cequence Share in respect of each Temple Share so cancelled and the Cequence Shares held by such holder shall be added to the register of holders of Cequence Shares as of the Effective Date;
 - (B) the issued and outstanding AcquisitionCo Shares shall survive and continue to be shares of AmalCo without amendment;
 - (C) the issued and outstanding Temple Shares held by Cequence shall be cancelled and in exchange Cequence shall receive one hundred (100) common shares of AmalCo and the common shares of AmalCo held by Cequence shall be added to the register of holders of common shares of AmalCo as of the Effective Date.

3.2 Cequence, Temple, AcquisitionCo and AmalCo shall make the appropriate entries in their respective securities registers to reflect the matters referred to in section 3.1.

- 3.3 With respect to each Exchanging Temple Shareholder at the Effective Time, upon the transfer of each Temple Share pursuant to subsection 3.1(b):
- (a) each holder of a Temple Share shall cease to be a holder of the Temple Shares so transferred and the name of such holder shall be removed from the register of holders of Temple Shares as it relates to the Temple Shares so transferred; and
 - (b) Cequence shall allot and issue to such holder the number of Cequence Shares issuable to such holder on the basis set forth in subsection 3.1(b), and the name of such holder shall be added to the register of holders of Cequence Shares.
- 3.4 With respect to each Temple Shareholder (other than Dissenting Shareholders and Exchanging Temple Shareholders) at the Effective Time, upon the cancellation of each Temple Share pursuant to subparagraph 3.1(c)(xii)(A):
- (a) each holder of a Temple Share shall cease to be a holder of the Temple Shares so cancelled and the name of such holder shall be removed from the register of holders of Temple Shares as it relates to the Temple Shares so cancelled; and
 - (b) Cequence shall allot and issue to such holder the number of Cequence Shares issuable to such holder on the basis set forth in subparagraph 3.1(c)(xii)(A), and the name of such holder shall be added to the register of holders of Cequence Shares.
- 3.5 An Exchanging Temple Shareholder shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial or territorial income tax law) with respect to the transfer by the Exchanging Temple Shareholder of Temple Shares to Cequence by providing two signed copies of the necessary election forms to Cequence within 120 days following the Effective Date, duly completed with the details of the number of Temple Shares transferred and the applicable agreed amount or amounts for the purposes of such election. Thereafter, subject to the election forms complying with the provisions of the Tax Act (or applicable provincial or territorial income tax law), the forms will be signed by Cequence and returned to such Exchanging Temple Shareholder within 30 days after the receipt thereof by Cequence for filing with the Canada Revenue Agency (or the applicable provincial or territorial taxing authority). Cequence will not be responsible for the proper completion of any election form and, except for the obligation of Cequence to so sign and return duly completed election forms which are received by Cequence within 120 days of the Effective Date. Cequence will not be responsible for any taxes, interest or penalties resulting from the failure by an Exchanging Temple Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial or territorial legislation). In its sole discretion, Cequence may choose to sign and return an election form received by it more than 120 days following the Effective Date, but Cequence will have no obligation to do so.

ARTICLE 4 OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

- 4.1 From and after the Effective Time, certificates formerly representing Temple Shares shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Shareholders, to receive the fair value of the Temple Shares represented by such certificates.
- 4.2 Cequence, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Temple Shares of a duly completed Letter of Transmittal and the certificates representing such Temple Shares, either will:
- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or
 - (b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder;
- certificates representing the number of Cequence Shares issued to such holder under the Arrangement.
- 4.3 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Temple Shares that were transferred or cancelled pursuant to section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depository will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by Cequence, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Cequence and its transfer agent, which bond is in form and substance satisfactory to Cequence and its transfer agent, or shall otherwise indemnify Cequence and its transfer agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.
- 4.4 All dividends and distributions made with respect to any Cequence Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All monies received by the Depository shall be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. Subject to section 4.5, the Depository shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depository in such form as the Depository may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.
- 4.5 Any certificate formerly representing Temple Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Temple Shares to receive certificates

representing Cequence Shares shall be deemed to be surrendered to Cequence together with all dividends, distributions or cash payments thereon held for such holder.

- 4.6 No fractional Cequence Shares will be issued. In the event that a holder of Temple Shares would otherwise be entitled to a fractional Cequence Share hereunder, the number of Cequence Shares issued to such holder of Temple Shares shall be rounded up to the next greater whole number of Cequence 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 lesser whole number of Cequence Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Temple Shares registered in the name of or beneficially held by such holder of Temple Shares or their nominee shall be aggregated.

ARTICLE 5 DISSENTING SHAREHOLDERS

- 5.1 Each registered holder of Temple Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Temple Shares and shall only be entitled to be paid the fair value of the holder's Temple Shares. A Dissenting Shareholder who is paid the fair value of the holder's Temple Shares shall be deemed to have transferred the holder's Temple Shares to Cequence at the Effective Time, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's Temple Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Temple Shares that is not an Exchanging Temple Shareholder, notwithstanding the provisions of section 191 of the ABCA. The fair value of the Temple Shares shall be determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by the holders of Temple Shares at the Temple Meeting or, if not the same day, the day the last approval is obtained; but in no event shall Temple be required to recognize such Dissenting Shareholder as shareholders of Temple after the Effective Time and the names of such holders shall be removed from the applicable Temple register of shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in section 191 of the ABCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

ARTICLE 6 AMENDMENTS

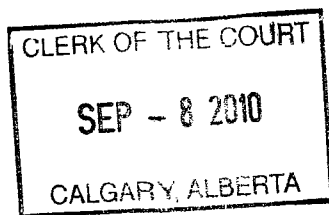
- 6.1 Temple and Cequence may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (a) set out in writing; (b) filed with the Court and, if made following the Temple Meeting, approved by the Court; and (c) communicated to Temple Shareholders if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Temple and Cequence at any time prior to or at the Temple Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Temple 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 Temple Meeting shall be effective only if: (a) it is consented to by each of Temple and Cequence; and (b) if required by the Court or applicable law, it is consented to by Temple Shareholders.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of Cequence and Temple, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Cequence and Temple, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Cequence and Temple or any former Temple Shareholder.

**IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE 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 TEMPLE
ENERGY INC., THE HOLDERS OF COMMON
SHARES OF TEMPLE ENERGY INC.,
CEQUENCE ENERGY LTD. AND CEQUENCE
ACQUISITIONS LTD.**



FINAL ORDER

Osler, Hoskin & Harcourt LLP
Barristers and Solicitors
Suite 2500, TransCanada Tower
450-1st Street S.W.
Calgary, Alberta, Canada T2P 5H1

Solicitor: Colin Feasby
Telephone: (403) 260-7067
Facsimile: (403) 260-7024
Our Matter Number: 1124336

Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2010/09/10

Corporate Access Number: 2015519149

Service Request Number: 15234672
Alberta Corporation Type: Named Alberta Corporation
Legal Entity Name: CEQUENCE ACQUISITIONS LTD.
French Equivalent Name:
Nuans Number:
Nuans Date:
French Nuans Number:
French Nuans Date:

REGISTERED ADDRESS

Street: 3700, 400 - 3RD AVENUE S.W.
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

RECORDS ADDRESS

Street: 3700, 400 - 3RD AVENUE S.W.
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

ADDRESS FOR SERVICE BY MAIL

Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF COMMON SHARES.

Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF

DIRECTORS BY RESOLUTION.

Number of Directors:

**Min Number Of
Directors:** 1

**Max Number Of
Directors:** 10

Business Restricted To: NONE.

**Business Restricted
From:** NONE.

Other Provisions: THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS
PART OF THE ARTICLES OF THE CORPORATION.

**Professional
Endorsement
Provided:**

**Future Dating
Required:**

Registration Date: 2010/09/10

Director

Last Name: CRONE

First Name: HOWARD

Middle Name:

Street/Box Number: 2400, 240 - 4TH AVENUE S.W.

City: CALGARY

Province: ALBERTA

Postal Code: T2P 4H4

Country:

Resident Canadian: Y

Named On Stat Dec:

Last Name: GILLIS

First Name: DAVID

Middle Name:

Street/Box Number: 2400, 240 - 4TH AVENUE S.W.

City: CALGARY

Province: ALBERTA

Postal Code: T2P 4H4

Country:

Resident Canadian: Y

Named On Stat Dec:

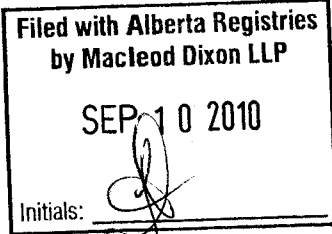
Amalgamating Corporation

Corporate Access Number	Legal Entity Name
2015087790	TEMPLE ENERGY INC.
2015494251	CEQUENCE ACQUISITIONS LTD.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2010/09/10
Articles/Plan of Arrangement/Court Order	10000207106662605	2010/09/10

Registration Authorized By: KIRK A. LITVENENKO
SOLICITOR



Notice Of Address Notice Of Change Of Address

Business Corporations Act
Section 20

1. Name of Corporation

2. Corporate Access Number

CEQUENCE ACQUISITIONS LTD.

3. Address of Registered Office (P.O. Box number can only be used by a Society)

Street	City / Town	Province	Postal Code
3700, 400 - 3rd Avenue S.W.	Calgary	AB	T2P 4H2

OR

Legal Land Description	Section Meridian	Township	Range	Meridian

4. Records Office (P.O. Box number cannot be used)

Street	City / Town	Province	Postal Code
3700, 400 - 3rd Avenue S.W.	Calgary	AB	T2P 4H2

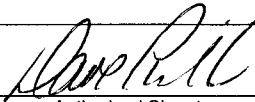
OR

Legal Land Description	Section Meridian	Township	Range	Meridian

5. Address for Service by Mail (If different from Item 3)

NOTE: If this is a change, please read instructions carefully.

Post Office Box Only	City / Town	Province	Postal Code



Authorized Signature

David Gillis

Name of Person Authorizing (please print)

September 10, 2010

Date

Telephone Number (daytime)


N/A

Identification
(not applicable for societies and non-profit companies)

Chief Financial Officer

Title (please print)

I understand that the personal information on this form is being collected for the purpose of providing such information to Alberta Registries as required by the *Business Corporations Act* (Alberta) and for the general use and management of services provided by Macleod Dixon LLP. The personal information will not be disclosed to any other third party

Filed with Alberta Registries
by Macleod Dixon LLP
SEP 10 2010
Initials: 

Notice Of Directors Or Notice Of Change Of Directors

Business Corporations Act
Sections 106, 113 and 289

1. Name of Corporation

2. Alberta Corporate
Access Number

CEQUENCE ACQUISITIONS LTD.	
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3. The following persons were appointed Director(s) on _____ :
year / month / day

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian? Yes No

4. The following persons ceased to hold office as Director(s) on _____ :
year / month / day

Name of Director (Last, First, Second)	Mailing Address (including postal code)

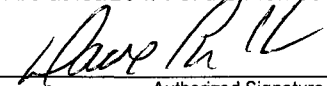
5. As of this date, the Director(s) of the corporation are:

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian? Yes No
Gillis, David	2400, 240 - 4th Avenue SW, Calgary, AB T2P 4H4	Yes
Crone, Howard	2400, 240 - 4th Avenue SW, Calgary, AB T2P 4H4	Yes

6. To be completed only by Alberta Corporations:

Are at least 1/4 of the members of the Board of Directors Resident Canadians?

Yes No

 _____ David Gillis _____ September 10, 2010
Authorized Signature (applicable for non-profit companies only) Name of Person Authorizing (please print) Date

_____ N/A _____ Chief Financial Officer
Telephone Number (daytime) Identification (not applicable for non-profit companies) Title (please print)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-7013. REG 3017 (2005/08)

I understand that the personal information on this form is being collected for the purpose of providing such information to Alberta Registries as required by the Business Corporations Act (Alberta) and for the general use and management of services provided by Macleod Dixon LLP. The personal information will not be disclosed to any other third party, without further consent. By signing this Notice I am consenting to the collection, use and disclosure of this information by Macleod Dixon LLP for the purposes stated.