


Certificate of Arrangement

Certificat d'arrangement

Canada Business Corporations Act

Loi canadienne sur les sociétés par actions

NAVIGATOR EXPLORATION CORP.	395767-5
STRONGBOW RESOURCES INC.	422639-9
_____ Name of CBCA corporation(s) involved - Dénomination(s) de la (des) société(s) L C S.A. concernée(s)	_____ Corporation number - Numéro de la société
I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the <i>Canada Business Corporations Act</i>	Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la <i>Loi canadienne sur les sociétés par actions</i>
 Director - Directeur	May 3, 2004 / le 3 mai 2004 Date of Arrangement - Date de l'arrangement

Articles of Arrangement

Industry Canada Industrie Canada

Canada Business Loi canadienne sur les
Corporations Act sociétés par actions

**FORM 14.1
ARTICLES OF
ARRANGEMENT
(SECTION 192)**

**FORMULE 14.1
CLAUSES D'ARRANGEMENT
(ARTICLE 192)**

1 Name of applicant corporation(s)	2 Corporation No(s).
STRONGBOW RESOURCES INC. NAVIGATOR EXPLORATION CORP.	422639-9 395767-5
3 Name of the corporation(s) the articles of which are amended, if applicable	4 Corporation No(s)
STRONGBOW RESOURCES INC.	422639-9
5 Name of the corporation(s) created by amalgamation, if applicable	6 Corporation No(s)
STRONGBOW EXPLORATION INC.	423627-1
7 Name of the dissolved corporation(s), if applicable	8 Corporation No(s)
N/A	
9 Name of corporations involved, if applicable	10 Corporation No(s) or jurisdiction of incorporation
N/A.	

11 In accordance with the order approving the arrangement,

(a) the articles of the above-name corporation(s) are amended in accordance with the attached plan of arrangement


The name of STRONGBOW RESOURCES INC. will be changed to "STRONGBOW EXPLORATION INC."

(b) the following bodies corporate are amalgamated in accordance with the attached plan of arrangement

STRONGBOW RESOURCES INC. and NAVIGATOR EXPLORATION CORP.
(see attached Appendix "A")

(c) the above-named corporation(s) is(are) liquidated and dissolved in accordance with the attached plan of arrangement

(d) the plan of arrangement attached hereto, involving the above-named body(ies), corporate is hereby effected

Date	Signature	Capacity
May 3, 2004		Director & President
For Departmental Use Only	Printed Name	
Filed MAY 03 2004	WILLIAM WOLFE	

IC 3189 (2001/11)

APPENDIX "A"

The name of the Corporation shall be "Strongbow Exploration Inc."

The registered office of the Corporation is to be situated in British Columbia.

The Corporation shall be authorized to issue an unlimited number of common shares.

The number of directors of the Corporation shall be a minimum of three directors and a maximum of ten directors.

The common shares of the Corporation shall not have any restrictions on transfer and there shall be no restrictions on the business of the Corporation.

The directors of the Corporation may appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual general meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders or, if prior to the first annual general meeting of the Corporation, may not exceed 2.

PLAN OF ARRANGEMENT

TO THE ARRANGEMENT AGREEMENT MADE AS OF FEBRUARY 25, 2004 BETWEEN STRONGBOW RESOURCES INC. AND NAVIGATOR EXPLORATION CORP.

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

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Act" means the Canada Business Corporations Act, R.S.C., 1985, c. C-44, as amended;
- (b) "Agreement" means the Arrangement Agreement to which this Exhibit I is attached, including the Exhibits thereto as the same may be supplemented or amended from time to time;
- (c) "Arrangco" means Strongbow Exploration Inc., the continuing corporation of the amalgamation contemplated under the Plan of Arrangement;
- (d) "Arrangco Shares" means the common shares in the capital of Arrangco;
- (e) "Arrangement" means an arrangement between Strongbow, Navigator and their respective Shareholders under the provisions of Section 192 of the Act, on the terms and conditions set forth in the Plan of Arrangement;
- (f) "Articles of Arrangement" means the proposed Articles of Arrangement to be filed with the Director to affect the Arrangement, such Articles of Arrangement to be substantially in the form of Draft Articles of Arrangement attached to the Agreement as Exhibit II;
- (g) "Court" means the Supreme Court of British Columbia;
- (h) "Director" means the "Director" as defined under the Act;
- (i) "Effective Date" means the date shown on the certificate of arrangement issued by the Director under the Act giving effect to the Arrangement;
- (j) "Final Order" means the final order of the Court approving the Arrangement;
- (k) "Information Circular" means the information circular to be sent to Shareholders of Strongbow and Navigator in connection with the Meetings;
- (l) "Interim Order" means the order of the Court pursuant to the application therefor contemplated by Section 2.02 of the Arrangement Agreement;
- (m) "Navigator" means Navigator Exploration Corp., a corporation incorporated under the Act;
- (n) "Navigator Options" means all options, warrants or other securities convertible or exercisable to acquire Navigator Shares outstanding immediately prior to the filing of the Articles of Arrangement with the Director;
- (o) "Navigator Shares" means the common shares in the capital of Navigator;

- (p) "Plan of Arrangement" means this plan of arrangement and any amendment or variation hereto made in accordance with Section 6.01 of the Agreement;
- (q) "Registrar" means "registrar" as defined in the Act;
- (r) "Shareholder" or "holder of shares" means a holder of shares of the relevant corporation;
- (s) "Small Lot" means less than 100 Arrangco Shares;
- (t) "Small Lot Shareholder" means a Shareholder who, based on such Shareholder's holdings of Navigator Shares or Strongbow Shares, would hold a Small Lot upon completion of the Arrangement;
- (u) "Strongbow" means Strongbow Resources Inc., a corporation incorporated under the Act;
- (v) "Strongbow Options" means all options, warrants or other securities convertible or exercisable to acquire Strongbow Shares outstanding immediately prior to the filing of the Articles of Arrangement with the Director; and
- (w) "Strongbow Shares" means the common shares in the capital of Strongbow.

1.02 Headings

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. The terms "this Plan of Arrangement", "hereof" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith, references herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

1.03 Number

In this Plan of Arrangement, unless something in the context is inconsistent therewith, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words importing shareholders shall include members.

ARTICLE 2 - GOVERNING AGREEMENT

2.01 Arrangement Agreement

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

ARTICLE 3 - ARRANGEMENT

3.01 The Arrangement

On the Effective Date, the following will occur in the following order:

- (a) there shall be allotted to each holder of outstanding Navigator Shares that number of Strongbow Shares issuable to each such holder on the basis set out in Subsection 3.01(c) hereof;
- (b) there shall be allotted and reserved for issue to each holder of Navigator Options that number of Strongbow Shares issuable to such holders on the basis set out in Subsection 3.01(c) hereof, for issue upon the due exercise thereof and payment therefor as contemplated under Subsection 3.01(h)(v);

- (c) subject to Section 5.03 hereof, all of the outstanding Navigator Shares (other than Navigator Shares held by persons who exercise dissent rights) shall be exchanged for Strongbow Shares on the basis of 0.70 of a Strongbow Share for each Navigator Share;
- (d) each holder of outstanding Navigator Shares shall cease to be a holder of Navigator Shares and the name of each such holder shall be removed from the securities register of Navigator and the name of such former holders of Navigator Shares shall be added to the securities register of Strongbow as holders of the number of Strongbow Shares as contemplated under Subsection 3.01(c);
- (e) Strongbow shall be entered on the securities register of Navigator as the holder of all of the outstanding Navigator Shares;
- (f) Strongbow's outstanding common shares shall be consolidated on a one (new)-for-two (old) basis;
- (g) Strongbow shall change its name to "Strongbow Exploration Inc.";
- (h) Strongbow and Navigator will complete a vertical short form amalgamation and continue as one corporation pursuant to which:
 - (i) all of the assets and liabilities of Navigator and Strongbow will become assets and liabilities of Arrangco,
 - (ii) the Navigator Shares will be cancelled without any repayment of capital in respect thereof,
 - (iii) the articles of Arrangco on completion of the vertical short form amalgamation shall be the same as the articles of Strongbow prior to completion of the vertical short form amalgamation,
 - (iv) no securities of Arrangco shall be issued in connection with such amalgamation and the stated capital of Arrangco after the Arrangement shall be the same as Strongbow's stated capital before the Arrangement,
 - (v) all of the Navigator Options shall be exchanged for options, warrants or other securities convertible or exercisable to acquire Arrangco Shares which are on substantially the same terms as the Navigator Options except that the rights thereunder to acquire Arrangco Shares shall be adjusted on the basis of 0.35 of an Arrangco Share for each Navigator Share which the holder had been entitled to acquire and the conversion or exercise price shall be adjusted by dividing it by 0.35, and
 - (vi) all of the Strongbow Options shall be exchanged for options, warrants or other securities convertible or exercisable to acquire Arrangco Shares which are on substantially the same terms as the Navigator Options except that the rights thereunder to acquire Arrangco Shares shall be adjusted on the basis of 0.5 of an Arrangco Share for each Strongbow Share which the holder had been entitled to acquire and the conversion or exercise price shall be adjusted by dividing it by 0.5;
- (i) upon completion of the vertical short form amalgamation the Arrangco Shares that are held by Arrangco (which were the 14,413,397 Strongbow Shares held by Navigator prior to such amalgamation) shall be cancelled;
- (j) the number of directors of Arrangco will be fixed at eight (8);
- (k) D. Grenville Thomas, John Proust, Robert Gannicott, Brian Peckford, Eira Thomas, William Wolfe, Ronald Netolitzky and Keith Christofferson will be appointed as directors of Arrangco;

- (l) a Strongbow or Navigator Shareholder who receives a Small Lot on completion of the Arrangement shall only be entitled to receive a cash payment upon surrender of his certificates representing former Navigator Shares or former Strongbow Shares of \$1.06 per Arrangco Share unless such Small Lot Shareholder specifically elects within 30 days of the Effective Date on the letter of transmittal referred to in Section 5.01 hereof to receive a share certificate representing the Arrangco Shares. If a Small Lot Shareholder does not elect to receive share certificates as described above, such Shareholder shall cease to be a Shareholder of Arrangco on the 31st day following the Effective Date and will only be entitled to the cash payment described above by complying with the procedure for surrender of share certificates set forth in Article 5 hereof. In such event, the Small Lot Shareholder shall be deemed to have disposed of his Small Lot on the 31st day following the Effective Date. If a cash payment payable in respect of any of the Arrangco Shares would be less than \$10, such payment will not be made; and
- (m) the exchange, changes, appointments and other matters provided in this Section 3.01 shall be deemed to occur on the Effective Date notwithstanding that all the procedures in connection therewith may not be completed until after the Effective Date.

ARTICLE 4 - RIGHTS OF DISSENT

4.01 Rights of Dissent

Holders of Strongbow Shares and Navigator Shares may exercise rights of dissent pursuant to and in the manner set forth in Section 190 of the Act, provided that the notice of dissent is given at or before the time of the relevant Meeting specified in the Notice of the relevant Meeting provided to the relevant corporation's Shareholders or the day otherwise ordered by the Court. Holders who duly exercise such rights of dissent and who:

- (a) are ultimately to be paid fair value for their Shares in the relevant corporation shall be deemed to have had their Shares cancelled on the Effective Date; or
- (b) are ultimately not entitled to be paid fair value for any reason for their Shares in the relevant corporation shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting holder of Shares in the relevant corporation and, if a Navigator Shareholder, shall be entitled to Arrangco Shares on the basis determined in accordance with Subsection 3.01(c) and (f) hereof (or cash in lieu thereof for Small Lot Shareholders who do not elect to receive certificates representing Arrangco Shares under the Arrangement, on the basis determined in accordance with Subsection 3.01(n) hereof), or, if a Strongbow Shareholder, shall be entitled to Arrangco Shares on the basis determined in accordance with Subsection 3.01(f) hereof (or cash in lieu thereof for Small Lot Shareholders who do not elect to receive certificates representing Arrangco Shares under the Arrangement).

ARTICLE 5 - CERTIFICATES AND DOCUMENTATION

5.01 Letter of Transmittal

As soon as reasonably practicable after the Effective Date, Arrangco shall forward or cause to have forwarded to each holder of Strongbow Shares and Navigator Shares just before the Arrangement, at the address of such holder as it appears on the register for such holders, a letter of transmittal and instructions for obtaining the certificate or certificates representing the Arrangco Shares to which such Shareholder is entitled pursuant to the Arrangement (and, for each Small Lot Shareholder, instructions for obtaining a cash payment and instructions on how to elect to receive certificates representing the Arrangco Shares in lieu of the cash payment). Arrangco shall deliver to holders of Strongbow Shares and Navigator Shares that are not Small Lot Shareholders the certificate or certificates representing the number of Arrangco Shares to which such Shareholder is entitled pursuant to the Arrangement upon receipt by Arrangco of certificates representing the Strongbow Shares or the Navigator Shares, as applicable, at the office of the depositary indicated in the

transmittal letter together with a duly completed letter of transmittal and such other documents as the depository may require. Arrangco shall deliver to each Small Lot Shareholder who so elects certificates representing the Arrangco Shares in lieu of the cash payment to which such holder is entitled under Section 3.01(n) of this Plan of Arrangement. A Small Lot Shareholder may elect to receive certificates representing Arrangco Shares if such shareholder, within thirty (30) days of the Effective Date, delivers the certificates representing the Strongbow Shares or the Navigator Shares held by such holder to the office of the depository indicated in the transmittal letter together with a duly completed letter of transmittal upon which such election is duly made and such other documents as the depository may require. The certificates representing Arrangco Shares forwarded to former holders of Strongbow Shares and Navigator Shares shall be registered in such name or names and delivered to such address or addresses as such holders may direct in such letter of transmittal as soon as reasonably practicable after receipt by the depository of the required documents. If a Small Lot Shareholder does not elect to receive certificates as described above within thirty (30) days of the Effective Date, such Small Lot Shareholder shall cease to be an Arrangco Shareholder on the thirty first (31st) day following the Effective Date, and shall be entitled to receive only the cash payment to which such holder is entitled pursuant to Section 3.01(n) hereof upon delivering, within six (6) years of the Effective Date, the certificates representing the Strongbow Shares or the Navigator Shares held by such holder to the office of the depository indicated in the transmittal letter together with a duly completed letter of transmittal and such other documents as the depository may require. Strongbow shall deliver the cash payment or, if an election is duly made, the certificates for the Arrangco Shares, payable, issuable or exchangeable, as the case may be, to such Small Lot Shareholder, registered in such name or names and delivered to such address or addresses as such holder may direct in the letter of transmittal as soon as practicable after the receipt by the depository of the required documents. In the event that the amount of the cash payment payable to a Small Lot Shareholder is less than \$10, the depository will not be required to distribute such cash payment.

5.02 Status of Strongbow and Navigator Share Certificates

After the Effective Date, certificates formerly representing Strongbow Shares and Navigator Shares shall represent only the right to receive certificates representing Arrangco Shares in accordance with Section 3.01 hereof (or cash in lieu thereof for Small Lot Shareholders who do not elect to receive certificates representing Arrangco Shares under the Arrangement).

5.03 Fractional Shares

No Strongbow Shareholder or Navigator Shareholder shall receive fractional shares of Arrangco and no cash will be paid in lieu thereof. Any fractions resulting will be rounded to the nearest whole number, with fractions of one-half or greater being rounded to the next higher whole number and fractions of less than one-half being rounded to the next lower whole number.

5.04 Entitlement to Certificates Representing Options and Warrants of Strongbow

After the Effective Date, the holders of Navigator Options and Strongbow Options shall be entitled to receive, upon surrender of the certificates representing such Navigator Options or Strongbow Options, securities representing their new options, warrants and other convertible securities of Arrangco, exercisable to acquire Arrangco Shares in such number and at such exercise price as determined in accordance with Subsections 3.01(l) and (m) hereof, as applicable. Until certificates representing the Navigator Options and Strongbow Options are surrendered such certificates shall evidence the right to acquire Arrangco Shares in accordance with Subsections 3.01(l) or (m) hereof, as applicable.

5.05 Termination of Rights

Any certificate of a Small Lot Shareholder formerly representing Strongbow Shares or Navigator Shares that is not deposited with all other documents as provided in Section 5.01 of this Plan of Arrangement on or before the sixth (6th) 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 Strongbow Shares or Navigator Shares to receive a cash payment shall be deemed to be surrendered to Arrangco.