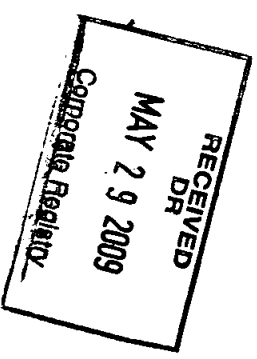
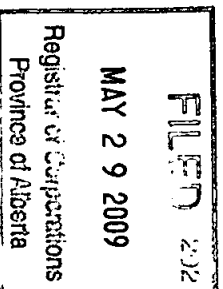


**MEMORANDUM OF ASSOCIATION
OF
Calgary Protospace Ltd.**



1. The name of the company is Calgary Protospace Ltd. (the "Company").

2. The objects for which the Company is established are as follows:

(a) to secure the pleasures and benefits of a collective of persons commonly interested in applied science to further the exchange of information and cooperation between members, to promote scientific knowledge, fraternalism and individual operating efficiency, and to so conduct club programs and activities as to advance the general interest and welfare of science in the community; and

(b) to do or cause to be done all such things as are incidental or conducive to the attainment of the foregoing objects and, in particular, to:

(i) purchase, take, lease, or otherwise acquire and hold and dispose of real and personal property,

(ii) obtain membership in any association or other organization having objects altogether or in part similar to that of the Company,

(iii) carry out all administrative duties involved in or related to the purposes of the Company,

(iv) borrow money in any manner and upon such terms as the Company thinks fit and with or without security for the repayment thereof,

(v) draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments, and

(vi) invest and deal with any money of the Company that is not immediately required in any manner from time to time determined by the Company.

3. In the event that upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among its members but shall be transferred to another non-profit company.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to its members. Provided that nothing herein shall prevent payment, in good faith, of reasonable and proper remuneration to any member of the Company in return for any services



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actually rendered to the Company, otherwise than services rendered as a director or officer of the Company.

5. The liability of the members of the Company is limited.

6. Each member of the Company undertakes to contribute to the assets of the Company in the event that it shall be wound up while such person is a member of the Company, or within one year after such member ceases to be a member, for the debts and liabilities of the Company contracted before such member ceased to be a member, and the costs, charges and expenses of winding-up, and for adjustment of the rights and contributories among themselves, such amount, as may be required, not exceeding the sum of \$1.

7. The Company shall be a private company, as such holds the following provisions:

- (a) Limits the number of its members to 50 or less (exclusive of persons who are in the employment of the company, and of persons who, having been formerly in the employment of the company, were while in that employment and have continued after the determination of that employment to be members of the company),
- (b) Prohibits any invitation to the public to become members or to subscribe for debentures of the company, and
- (c) Restricts or prohibits any transfer of the interest of a member in the company.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a non-profit company in accordance with this Memorandum of Association.

Dated at Calgary, Alberta, this 26th day of May, 2009.

Bill Knoll

#2722 4A ST NW
Calgary AB T2E 3W2

Paul Paul

Paul Brodeur
#33 3528 Charleswood Dr. NW
Calgary, AB T2L 2C3

Witness

Andrew Preece

Andrew Preece

41207-73- Erin Woods Court SE

Calgary, AB T2B 3V2.