

Unless otherwise directed by the shareholders of the Corporation appointing them as proxyholder, the persons named in the accompanying instrument of proxy intend to vote FOR the re-appointment of Deloitte & Touche LLP and the authorization of the Board of Directors to fix its remuneration.

SPECIAL MEETING BUSINESS

Sale of All or Substantially All of the Property

At the Meeting, the shareholders will be asked to consider and, if deemed appropriate, to pass a special resolution authorizing the Corporation to sell all or substantially all of the property of the Corporation (the "Sale"), by completing the agreement for sale and purchase dated July 12, 2011 (the "Sale Agreement") in relation to the Bourj El Khadra South Permit ("Permit") in Tunisia with Anadarko Tunisia BEKS Company ("Anadarko").

The key elements of the proposed transaction are:

1. Anadarko will pay the Corporation US \$20 million.
2. Anadarko will acquire 80% of the Corporation's interest in the Permit and will assume operatorship of the Permit, and has agreed to pay 100% of the costs of:
 - (a) drilling two exploration wells;
 - (b) all operations carried out in relation to the Permit until the date of completion and production testing of the second exploration well (including general and administrative costs and geophysical and geological costs); and
 - (c) seismic shot before or during the drilling of the two exploration wells.
3. Anadarko will drill two exploration wells to fulfill the Corporation's commitments to the Tunisian governmental authorities under the Permit, as follows:
 - (a) Well 1: to penetrate the Ordovician;
 - (b) Well 2: if Well 1 is successful, to penetrate the Ordovician in Well 2; otherwise, to penetrate the Silurian in Well 2.
4. During the fully carried operations, Anadarko will be responsible for providing all financial guarantees or insurance required by Tunisian authorities.
5. After the drilling of the two exploration wells, the Corporation will be responsible for contributing its proportionate share of all exploration, appraisal and development expenses, in accordance with the joint operating agreement respecting the Permit.
6. The Corporation will remain a full working member of the operating committee for the Permit.
7. Closing of the Sale Agreement will occur seven business days after satisfaction or waiver of all conditions to the Sale Agreement, which conditions include receipt of all applicable government approvals.

8. Either party may terminate the Sale Agreement if the applicable approvals have not been received by October 15, 2011. In addition, a party may terminate the Sale Agreement if any conditions imposed in a governmental approval are considered unusual and onerous.

The above summary of the Sale Agreement is not intended to be complete and is qualified in its entirety by the actual agreement. The Sale Agreement is available for review by a shareholder by contacting Shiraz Dhanani, President of the Corporation, at Residence du Lac, Bloc D 3eme etg, Appt 32, Les Berges du lac, 1053, Tunis, Tunisia, telephone +216 71 862 447, before July 29, 2011.

Utilization of Transaction Funds

The board of directors of the Corporation propose to distribute to shareholders \$0.15 per common share, approximately 75% of the proceeds of the Sale, leaving the Corporation with sufficient funds for the settlement of existing liabilities (gross amount of \$3.3 million) and funds for future operations until December 2013 (\$3 million). While the Corporation is not the operator under the joint operating agreement pertaining to the Permit, the Corporation will remain a full working partner in the joint operating committee for the Permit.

The Special Resolution

In order for the Sale to be approved, a special resolution (the "Sale Resolution") must be passed at the Meeting by not less than two-thirds of the votes cast by shareholders present in person or by proxy at the Meeting. Shareholders have the right to dissent to the Sale under section 185 of the OBCA. See "Rights of Dissent" below. A shareholder who intends to exercise his or her right of dissent and appraisal should carefully consider and comply with the provisions of that section. Failure to comply with the provisions of that section and to adhere to the procedures established therein may result in the loss of all rights thereunder.

The full text of the Sale Resolution to be presented to shareholders of the Corporation at the Meeting for their approval is as follows:

"BE IT RESOLVED as a special resolution that:

1. the Corporation is authorized to sell all or substantially all of the property of the Corporation (the "Sale") pursuant to the agreement for sale and purchase dated July 12, 2011 (the "Sale Agreement") in relation to the Bourj El Khadra South Permit between the Corporation and Anadarko Tunisia BEKS Company, as the Sale Agreement may be amended from time to time;
2. notwithstanding that this special resolution has been duly passed by the shareholders of the Corporation, the board of directors of the Corporation may, in their sole discretion and without further approval of the shareholders of the Corporation, revoke this special resolution at any time prior to effecting the Sale and elect not to act on or carry out this special resolution; and
3. the President of the Corporation is authorized, for and on behalf of the Corporation, to execute and, if appropriate, deliver all of the documents and do all other things as in the opinion of the such director or officer may be necessary or desirable to implement this special resolution and matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument and the taking of any such action."

Unless otherwise directed by the shareholders of the Corporation appointing them as proxyholder, the persons named in the accompanying instrument of proxy intend to vote FOR the Sale Resolution.