

OTC MARKETS GROUP

**BLACKBIRD INTERNATIONAL CORPORATION
(A NEVADA COMPANY)**

**INITIAL COMPANY INFORMATION AND DISCLOSURE STATEMENT
Pursuant to Rule 15c2-11**

As of August 31, 2011

All information in this information and disclosure Statement has been compiled to fulfill the disclosure requirements of rule 15c2-11 (a) promulgated under the Securities and Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format set forth in the rule.

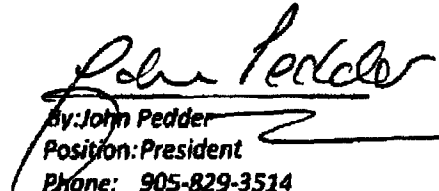
No Dealer, salesman or any other person has been authorized to give any information, or to make any representations, not contained herein in connection with the issuer. Such information or representations, if made, must not be relied upon as having been authorized by the issuer, and:

Delivery of this information file does not any time imply that the information contained herein is correct as of any time subsequent to the date first written above.

The undersigned hereby certifies that the information herein is true and correct to the best of their knowledge and belief.

Date: January 4, 2012

Blackbird International Corporation


By: John Pedder
Position: President
Phone: 905-829-3514
Email: <mailto:john.pedder@insight-holdings.com>

PART A: General Company Information

Item 1 Exact name of issuer and its predecessors:

Blackbird International Corporation: name change - Dec. 12, 2010
Formerly known as Blackbird Petroleum Corporation - Dec 5, 2008
Formerly known as Ark Development - Oct 19, 2006

Item 2 the address of the issuers principal executive offices:

2910 South Sheridan Way
Oakville Ontario
Canada, L6J 7J8
Phone: 905-829-3514
Fax: 905-829-3045

Mailing Address:

2910 South Sheridan Way
Oakville Ontario
Canada, L6J 7J8

Investor Relations:

None

Item 3 the jurisdiction and date of the issuer's incorporation or organization:

Nevada - Incorporated Oct 19, 2006.

PART B: Share Structure

Item 4 Exact title and class of securities outstanding

Class: common
Symbol: BBRD
CUSIP: 09228B 102

Item 5 Par or stated value and description of the security

A. *Par or Stated Value.*

The par value of the Company's shares of Common stock is: \$0.001 per share

B. Common or Preferred Stock.

1. Common Stock. The Company is authorized to issue 75,000,000 shares of common stock.

The holders of the shares of Common Stock have equal ratable rights to dividends from funds legally available therefore, when, as and if declared by the Board of Directors and are entitled to share ratably in all of the assets of the Company available for distribution to holders of Common Stock upon the liquidation, dissolution or winding up of the affairs of the Company. Holders of shares of Common Stock do not have pre-emptive, subscription or conversion rights.

Holders of shares of Common Stock are entitled to one vote per share on all matters which shareholders are entitled to vote upon at all meetings of shareholders. The holders of shares of Common Stock have cumulative voting rights, which mean that the holders of more than 50% of the Company's outstanding voting securities can elect all of the directors of the Company.

The payment by our company of dividends, if any, in the future rests within the discretion of our Board of Directors and will depend, among other things, upon the Company's earnings, capital requirements and financial condition, as well as other relevant factors. The Company has not paid any dividends since our inception and does not intend to pay any cash dividends in the foreseeable future, but intends to retain all earnings, if any, for use in our business.

2. Preferred Stock. The Company has not been authorized to issue preferred shares.

Item 6 Number of shares or total amount of the securities outstanding for each class of securities authorized

As at:	August 31, 2011	October 31, 2010	October 31, 2009
Total Common Authorized:	75,000,000	75,000,000	75,000,000
Total Preferred Authorized	0	0	0
Total Common Outstanding:	70,000,000	70,000,000	70,000,000
Public Float:	24,200,000	24,200,000	24,200,000
Restricted:	45,800,000	45,800,000	45,800,000
Number of Shareholders of Record:	184	182	182
Number of Beneficial Shareholders	2	2	2

Item 7 Name and address of issuer's stock transfer agent

Holladay Stock Transfer Inc
2939 North 67 Place
Suite C
Scottsdale, Az 85251
(480) 481-3940
Salt Lake City, UT 84111
(801) 355-5740

The Transfer Agent is registered under the Exchange Act.

The Securities and Exchange Commission is the regulatory authority of the transfer agent.

PART C: Business Information

Item 8 Nature of the issuer's business

A. Business development

Blackbird International Corporation is a Nevada corporation that has undergone the following corporate transactions:

Oct 19, 2006: Incorporated as Ark Development Inc.

June 30, 2008: filed an Amendment to increase the authorized capital from 50,000,000 common shares to 70,000,000 common shares.

Nov. 26, 2008: Merger-name change to Blackbird Petroleum Corporation

Dec 6, 2010: Name change to Blackbird International Corporation

Date of Acquisition of Insight Group Technologies Inc: August 15, 2011

Blackbird International Corporation is sole shareholder of Insight Group Technologies Inc and it is an industry leader in the design and delivery of supply chain planning, optimization and execution systems. Insight has the unique ability to incorporate the strategic development, deployment and execution of software for the Supply Chain industry.

In the planning arena, Insight has created, developed, and brought to market a unique optimization product for warehousing known as DC Expert. The DC Expert product is quickly becoming an industry leader for professional logistics organizations and operators. DC Expert is a suite of tools which provides modeling and optimization scenarios to quickly calculate needs and financial benefits in supply chain operations. DC Expert has been incorporated by many Fortune 500 organizations across the globe.

In the operations and transactional space, Insight also offers an enterprise Warehouse Management System and Transport Planning System which are mission critical transaction based solutions. The solutions create long term value to the client, adding increased visibility and control over their operations.

The company is in the development stage of setting up and operating casinos and gaming centers in North America, the Caribbean and East Europe. Its first site shall be in Queretaro, Mexico. The Company has a letter of intent with Juegos De Mexicana by which it will own 50% interest in the casino and will manage its operations. The casino will be fully licensed to operate electronic gaming terminals, bingo, keno, electronic card games, sports better and several others.

The Company shall use its expertise and software to install and manage the electronic gaming equipment in the casinos.

1. The form of organization of the Issuer:

Blackbird International Corporation is a Nevada corporation.

2. Date of Incorporation

October 19, 2006: Incorporated as Ark Development Inc.

3. The Company's fiscal year is October 31.

4. During the past three fiscal years, the Company has not been in bankruptcy or receivership.

5. Since incorporation, the Company has undergone the following material reclassifications, mergers, consolidation(s), or purchase or sale of a significant amount of assets:

a. On June 30, 2008, the Company implemented an increase in the authorized capital from 50,000,000 common shares to 75,000,000 common shares.

b. Nov. 26, 2008 the Company effected a merger with Blackbird Petroleum Corporation and also had its name changed to the latter.

c. As a result of the merger, Antonio Trevino received 21,200,000 restricted shares, Jeff Wolin received 4,000,000 shares, Sandringham Investments Ltd received 3,400,000 shares, Lawson M. Kerster received 500,000 shares and Seth Shaw received 2,000,000 shares.

d. On Dec 6, 2010 the company was reorganized and it changed its name to Blackbird International Corporation. The shares issued to Antonio Trevino, Jeff Wolin, Sandringham Investments Ltd, Lawson M. Kerster and Seth Shaw were cancelled and returned to the treasury of the Company.

e. On Dec 20, 2010 the company issued 38,472,948 restricted shares to Makital Capital Ltd for the acquisition of 50% of the shares of Juegos De Mexicana S.A. de CV.

f. On August 15, 2011, the shares issued to Makital Capital Ltd were cancelled and reissued as follows: Makital Capital Ltd : 4,722,948 common shares

John Pedder : 16,875,000 common shares

Lee Rector: 16,875,000 common shares

6. During the past three years, the Company has not defaulted on any loan, note or lease.

7. During the past three years, there has been a control change of the Company's shareholder base as well as the Directors.

8. During the past three years, there has been an issuances of shares that exceed ten percent (10%) of the Company's issued and outstanding shares and these were issued to Makital Capital Ltd and then cancelled and reissued as follows: :

- Makital Capital Ltd : 4,722,948 common shares
- John Pedder: 16,875,000 common shares
- Lee Rector: 16,875,000 common shares

9. As stated above in subsection 5, the Company has undergone name changes, mergers, and reorganizations during the previous three years.

10: Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board:

The Company filed a Form 15-15D on November 12, 2010.

11. The Company has no knowledge of any current, pending, or threatened legal proceedings, or administrative actions during the past three years that could have a material effect on the Company's business, financial condition, or operations.

B. Business of Issuer Forward-Looking Statements

Certain statements, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives, and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words "believes," "project," "expects," "anticipates," "estimates," "intends," "strategy," "plan," "may," "will," "would," "will be," "will continue," "will likely result," and similar expressions. We intend such forward-looking statements to be covered by the safe-harbor provisions for forward-looking

statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of complying with those safe-harbor provisions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which may cause actual results to differ materially from the forward-looking statements. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a material adverse affect on our operations and future prospects on a consolidated basis include, but are not limited to: changes in economic conditions, legislative / regulatory changes, availability of capital, interest rates, competition, and generally accepted accounting principles. These risks and uncertainties should also be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Further information concerning our business, including additional factors that could materially affect our financial results, is included herein and can also be obtained by contacting the Company.

1. The Company's primary SIC code is 7380

2. The Issuer is currently conducting operations.

As a result of the acquisition of Insight Group Technologies Inc, it is an industry leader in the design and delivery of supply chain planning, optimization and execution systems. Insight has the unique ability to incorporate the strategic development, deployment and execution of software for the Supply Chain industry.

The Company was originally incorporated in October 19, 2006 under the name ARK Development and it changed its name to Blackbird Petroleum Corporation in December 5, 2008. During this period it was engaged in the business of petroleum exploration.

3. WE PREVIOUSLY WERE A SHELL COMPANY, THEREFORE, THE EXEMPTION OFFERED PURSUANT TO RULE 144 IS NOT AVAILABLE. ANYONE WHO PURCHASED SECURITIES DIRECTLY OR INDIRECTLY FROM USE OR OUR AFFILIATES IN A TRANSITION OR CHAIN OF TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING CANNOT SELL SUCH SECURITIES IN AN OPEN MARKET TRANSACTION.

4. On Dec 20, 2010 the company had issued 38,472,948 restricted shares to Makital Capital Ltd and the said shares were cancelled and on August 15, 2011 re-issued in the amount of 4,722,948 common shares to Makital Capital Ltd and to John Pedder 16,875,000 common shares and to Lee Rector 16,875,000 common shares in exchange for all the issued shares of Insight Group Technologies Inc.

5. The Company is not aware of the effects of any existing or probable governmental regulations on the business.

6. During the fiscal years ended October 31, 2010 and 2009, the Company has not spent any

capital on research of development activities. Following the acquisition of Insight Group Technologies Inc on August 15, 2011, there shall be considerable spending on research and development.

Insight Group Technologies Inc. spends approximately 15% of its gross revenue on research and development projects principally enhancing its flagship SCM optimization functionality to maintain DC Expert's market leading position. Additionally, the company engages in speculative research and development projects in the area of complementary technologies to ensure that all its products are at the forefront in their respective markets. Historically, the company has been eligible for government funded grants and tax credits for its research expenditure and it also works closely with a number of academic institutions in the area of supply chain optimization.

7. The Company is not subject to any environmental regulations.

8. The Company currently has 4 employees as well as 6 others on a contractual basis.

For the project in Mexico, the Company anticipates hiring additional personnel as funds become available to implement the Company's business plan of implanting this first casino as well as additional ones.

Item 9 The nature of products or services offered

A. Principal products or services, and their markets;

Blackbird International Corporation is sole shareholder of Insight Group Technologies Inc which is an industry leader in the design and delivery of supply chain planning, optimization and execution systems. Insight has the unique ability to incorporate the strategic development, deployment and execution of software for the Supply Chain industry.

In the planning arena, Insight has created, developed, and brought to market a unique optimization product for warehousing known as DC Expert. The DC Expert product is quickly becoming an industry leader for professional logistics organizations and operators. DC Expert is a suite of tools which provides modeling and optimization scenarios to quickly calculate needs and financial benefits in supply chain operations. DC Expert has been incorporated by many Fortune 500 organizations across the globe.

In the operations and transactional space, Insight also offers an enterprise Warehouse Management System and Transport Planning System which are mission critical transaction based solutions. The solutions create long term value to the client, adding increased visibility and control over their operations.

The company is also in the development stage of setting up and operating casinos and gaming centers in North America, the Caribbean and East Europe. Its first site shall be in Queretaro, Mexico. The Company has a letter of intent with Juegos De Mexicana by which it will own 50% interest in the casino

and will manage its operations. The casino will be fully licensed to operate electronic gaming terminals, bingo, keno, electronic card games, sports better and several others.

The Company shall use its expertise and software to install and manage the electronic gaming equipment in the casinos.

Its first site shall be in Queretaro, Mexico. The Company has a letter of intent with Juegos De Mexicana by which it will own 50% interest in the casino and will manage its operations. The casino will be fully licensed to operate electronic gaming terminals, bingo, keno, electronic card games, sports better and several others

The Company shall acquire 50% of a Mexican company that will have the license to own and operate the casino to be set up in Queretaro. The license will be transferred as soon as the lease is signed for the premises in which the casino shall operate.

B Distribution methods of the products and services;

The Company operates through direct sales through a worldwide network agents and sales staff. It also engages in OEM agreements.

The Company shall also offer its products on the site of the casino and these shall include electronic gaming terminals, bingo, keno, electronic card games, sports better and several others. Any games offered on the internet shall also be managed from the site.

C. As of the date of this disclosure document, there are no publicly announced new products or services;

D. Competitive business conditions, the Issuer's competitive position in the industry, and the methods of competition; Insight Group Technologies Inc maintains a competitive advantage in the market place by offering the only Comprehensive planning suite of tools on the market for warehouse optimization and product slotting. The tool set, DC Expert is also a precursor to the consulting and training services provided by Insight and a lead in to our Enterprise solutions in the Warehouse and Transportation management market.;

We have identified close to 100,000 potential organizations around the globe that could effectively benefit from our DC Expert product. With an average transaction cost of close to \$30,000 US, our market is in the area of \$3 Billion with virtually no competition. Our WMS has a market size of a further \$1 Billion.

In its project to set up casinos, the Company does not face direct competition because the government issues a limited number of licenses to be used in various districts of Mexico. The only competition is from other operators that have been issued a license to operate in other territories.

E. Sources and availability of raw materials and the names of principal suppliers;

The Company does not depend on any suppliers as it develops its own products.

In the project in Mexico, the Company's sources for hardware products are the current suppliers of gaming equipment. Most are American manufacturers having distribution in Mexico. These suppliers include Bally International, IGT, Dex and Imperial Gaming.

F. Dependence on one or a few major customers;

Insight Group Technologies Inc has over 200 clients ranging from Fortune 100 clients to small family owned business, and none are relied upon to provide a large percentage of revenue for the company.

In the project in Mexico, the Company shall have its customer base in the general area of Queretaro.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labour contracts, including their duration;

There is copyright protection on DC Expert, and Warehouse Master II and Warehouse Master III solutions.

H. The need for any government approval of principal products of services;

Insight Group Technologies does not require any government approval.

The Company shall own 50% of a Mexican company that will hold the gaming license issued by the federal authorities of Mexico.

Item 10 The Nature and extent of the Issuer's facilities:

1. Describe the general character and locations of all materially important properties held or intended to be acquired by or leased to the Issuer and describe the present or proposed use of such properties and their suitability and adequacy for such use.

The development and management offices of approximately 2000 sq ft are situated at 2910 South Sheridan Way, Oakville, ON Canada.

It also has office space and boardroom facilities for presentation and training seminars at 125 South Wacker Drive, suite 300 Chicago IL.

2. State the nature of the Issuer's title, or other interest in, such properties and the nature of the Issuer's title to, or other interest in, such properties and the nature and amount of all material mortgages, liens or encumbrances against such properties. Disclose the current principal of each material encumbrance, interest and amortization provisions, prepayment provisions, maturity date and the balance due at maturity assuming no payments;
The Company has a lease.

3. Outline briefly the terms or any lease or any of such properties or any option on contract to purchase or sell of any such properties;

2910 S Sheridan Way 36 month term, 24 months remaining
125 S Wacker Drive, suite 300 60 month term, 10 month remaining

4. Outline briefly any proposed program for renovation, improvement or development of such properties, including the estimated cost thereof and method of financing to be used. If there are present plans for the improvement or development of any unimproved or undeveloped property, so state and indicate the purposed for which the property is to held or acquired;

There are no plans

5. Describe the general competitive conditions to which the properties are or may be subject;

There are none.

6. Include a statement as to whether, in the opinion of the management of the issuer, the properties are adequately covered by insurance;

Properties are covered by both general insurance liability and loss damage for contents of the issuer.

7. With respect to each improved property which is separately described, provide the following in addition to the above;

Not Applicable

PART D: Management Structure and Financial Information

Item 11 The name of the chief executive officer, members of the board of directors, as well as control persons:

JOHN Pedder, (B.Sc., MCILT, C.P.C. , MIOTA) president

Senior executive in technology and business enterprises

- Twenty years experience in logistics and supply chain management
- Founder of the Insight Group a global provider of supply chain software and consulting services
- Senior positions with two of the world's top third party logistics providers (Tibbett & Britten and Exel)
- Past president of a publicly listed International SCM software company

- Firsthand experience of large logistics and technology projects for many household name clients across North America, Europe and Australasia.
- Active participant/speaker for a number of industry bodies, including the Chartered Institute of Logistics and Transport (UK), Supply Chain and Logistics Canada, Canadian Transportation Seminar and the IWLA
- Proven track record in creating high revenue growth

No other board membership or affiliations

Compensation: 16,875,000 restricted shares. These were issued because he was a main shareholder of Insight Group Technology. There is no remuneration as a board member.

Alexei Navarro, vice president

Computer system development and management

- Software and hardware design and technology specialist with over 15 years' experience in a broad range of industries.
- Focus on all aspects of system design, networking, and deployment.
- Special proficiency in custom applications programming and development: Internet technology, client / server three-tier applications, database development, and e-commerce, using latest development tools and programming languages
- Built Oracle servers for DELL including analyzing requirements, designing and implementing systems, performing installations, systems administration, maintenance and upgrades, defining backup/*recovery procedures and training staff.
- Skills and abilities: Strong team leadership ability in software and hardware integration; experience with a wide variety of programming and networking languages and protocols.

No other board membership or affiliations

There is presently no remuneration as a board member.

Lee Rector (B.A.), vice president, secretary

Senior executive in management and sales execution

- Twenty years experience in the IT and High Tech marketplace in senior management and sales execution with a number of Fortune 500 organizations.
- Instrumental in the growth and success of a globally traded IT/Logistics organization.
- Acted in the design and development of many software packages in the areas of Warehouse Management, Transportation Management, and Logistics Operations

No other board membership or affiliations

Compensation: 16,875,000 restricted shares. These were issued because he was a main shareholder of Insight Group Technology. There is no remuneration as a board member.

B. Legal/Disciplinary History (past 5 years)

Please also identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None.

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

None.

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities:

None.

C. Disclosure of Family Relationships.

Describe any relationships existing among and between the issuer's officers, directors and shareholders.

None

C. Disclosure of Family Relationships

There are no family relationships among or between the issuer's directors, officers or beneficial owners of more than 5% of any class of the issuer's equity securities.

D. Disclosure of Related Party Transactions

There were no transactions within the last 2 fiscal years nor the current fiscal year involving the issuer in which (i) the amount involved exceeds the lease of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last 3 fiscal years and (ii) any related person had or will have a direct or indirect material interest.

E. Disclosure of Conflict of Interest

We are not aware of any executive officer or director of the Company who has competing professional or personal interests with that of the Company.

Item 12 Financial Information for the issuer's most recent fiscal period

The issuer is providing the following financial statements for the most recent fiscal period, the period ending August 31, 2011.

- 1) Balance sheet;
- 2) Statement of income;
- 3) Statement of cash flows;
- 4) Statement of changes in stockholders' equity
- 5) Financial notes; and

The unaudited financial statements are incorporated by reference herein. They are attached to the end of this Annual Report, and entitled "Interim Financial Statements: Period Ending August 31, 2011.

Item 13 Similar financial information for such part of the two preceding years as the issuer or its predecessor has been in existence

The issuer is providing the following financial statements for the most recent fiscal period (and year-end), the period ending Aug 31, 2009 and August 31, 2010 and incorporated herein by reference.

- 1) Balance sheet;
- 2) Statement of income;
- 3) Statement of cash flows;
- 4) Statement of changes in stockholders' equity
- 5) Financial notes; and

The unaudited financial statements are incorporated by reference herein. They are attached to the end of this Annual Report, and entitled "Annual Financial Statements: Period Ending August 31, 2011."

Item 14 Beneficial Owners

Title of class: common shares

Name and address of beneficial owner of more than 5% of issued stock:

John Pedder

3380 Masthead Crescent,
Mississauga, ON
Canada, L5L 1H1

Amount of beneficial ownership 16,875,000 restricted common shares
Percent of class: 22.5%

Lee Rector

2910 South Sheridan Way
Oakville Ontario
Canada, L6J 7J8

Amount of beneficial ownership 16,875,000 restricted common shares

Percent of class : 22.5%

As used in this table, "beneficial ownership" means the sole or shared power to vote, or to direct the voting of, a security, or the sole or shared investment power with respect to a security (i.e., the power to dispose of, or to direct the disposition of, a security). In addition, for purposes of this table, a person is deemed, as of any date, to have "beneficial ownership" of any security that such person has the right to acquire within 60 days after such date.

Item 15. The name, address, telephone number, and email address of:

1. Investment Banker: None

2. Promoters: None

3. Counsel:

Naccarato & Associates
1100 Quail Street
Suite 100

Newport beach, California, 92660

4. Accountant:

J. Moraitis & Associates
30 Hunt Street
Suite 207
Ajax, Ontario
Canada, L1S 3M2

5. Public Relations Consultant(s): None

6. Investor Relations Consultant: None

7. Other advisor(s): None

Legal counsel and in-house management assisted the president in the preparation of this statement.

Item 16. Management's Discussion and Analysis or Plan of Operation

A. Plan of Operation for the Next Twelve Months

Following the acquisition of Insight Group Technologies Inc the Issuer has the goal of expanding its activities by means of further acquisitions of familiar targeted companies.

The Company presently lacks the capital necessary to implement its business plan of acquisitions over the next twelve months. It is the Company's intention to focus in the short term on raising capital. The Company hopes to generate the capital necessary to implement its business plan through the sale of its common stock and the issuance of debt in private placements.

In the matter of the operation of an initial casino in Mexico, the Company requires funding for the deposit of the lease of premises as well as the cost of its renovations. The Company foresees a deposit of approximately \$20,000 as required to execute a lease for suitable premises; the construction costs should not exceed \$275,000. The gaming equipment shall be leased from a number of suppliers that are presently acting as suppliers to other gaming sites in Mexico.

The lease of equipment does not require any disbursements other than the electrical hook-ups.

A. Plan of Operation

Management foresees an increase in its revenue due to additional contractual work as well as the additional revenue being generated by the company which it intends to acquire in the immediate future.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements require management to make estimates and judgments that effect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities.

Factors and risks that could cause actual results or circumstances to differ materially from those set forth or contemplated in forward looking statements include, but are not limited to the following:

- *Access to sufficient capital to meet our goal of acquiring software companies that are starting operations.*

This capital must be in the form of direct investment or loan.

For the project in Mexico, the Company requires funding for the deposit of the lease of premises as well as the cost of its renovations. The Company foresees a deposit of approximately \$20,000 as required to execute a lease for suitable premises; the construction costs should not exceed \$275,000. The gaming equipment shall be leased from a number of suppliers that are presently acting as suppliers to other gaming sites in Mexico.

- There are also no foreseeable changes to occur in the tax laws and the rate of taxation.
- Changes in, or failure to comply with applicable legislation or governmental regulation;

There are no particular governmental regulations or legislative changes in the forecast.

The statements for yearend October 31, 2010 as compared to 2009 reflect figures that result from the acquisition of Insight Group Technologies Inc which had no operations in year 2010 and 2009. It is following this acquisition that the Issuer can show revenues and expenses within its operations.

The financial statements of August 31, 2011 indicate a substantial increase in funding of equipment.

The accounts payable remained stable other than the amount for notes payable.

The Management does not expect any significant changes in their day to day business practices as a result of the acquisition of Insight Group Technologies Inc. Globally the sales pipeline is strong and although the US market remains depressed this situation is being more than compensated for by increasing sales in Asia and the rest of the world.

The company has targeted a number of smaller companies to acquire over the two next quarters which will further bolster revenues. Historically Insight Group Technologies Inc has achieved double digit growth and with the targeted acquisitions it is anticipated that sales revenues could double by the end of 2012.

The only downside risk on the foreseeable horizon is the company's inability to raise sufficient capital to support the growing working capital needs and to fund the plan acquisitions.

The company is planning to strengthen its management team in the early part of 2012 including adding a fulltime CFO and other senior executives to fast track sales and revenue initiatives.

C. Off-Balance Sheet Arrangements

As of the date of this Statement, the Issuer does not have any off balance sheet arrangements.

PART E: ISSUANCE HISTORY

Item 17 List of securities offerings and shares issued in the past two years

There was an issue of 38,472,948 restricted common shares to Makital Capital Ltd and which shares were cancelled and reissued to the following:

Makital Capital Ltd	4,722,948 restricted common shares
John Pedder	16,875,000 restricted common shares
Lee Rector	16,875,000 restricted common shares

PART F: EXHIBITS

Item 18 Material contracts

A. Every material contract, not made in the ordinary course of business that will be performed after the disclosure document is posted on the Pink Sheets News Service or was entered into not more than two years before such posting.

1. Any contract to which directors, officers, promoters, voting trustees, security holders named in the disclosure document, or the Designated Advisor for Disclosure are parties other than contracts involving only the purchase or sale of current assets having a determinable market price, at such market price;

The foregoing summary descriptions of certain terms and conditions of certain material contracts listed in Item XVIII are necessarily incomplete and are qualified in their entirety by the full terms of the respective contracts, copies of which are attached hereto.

Intent Agreement between Blackbird International Corporation and Insight Global Technology

2. Any contract upon which the Company's business is substantially dependent, including but not limited to contracts with principal customers, principal suppliers, and franchise agreements

Not applicable.

3. Any contract for the purchase or sale of any property, plant or equipment for consideration exceeding 15 percent of such assets of the Company.

Not applicable.

4. Any material lease under which a part of the property described in the disclosure document is held by the Company.

Not applicable.

Item 19 Articles of Incorporation and Bylaws

The Articles of Incorporation and the corporate amendment regarding the last name change are on file with the Secretary of State of Nevada and are attached.

A complete copy of the issuer's bylaws is attached. .

Item 20 Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not Applicable

Item 21 Issuer's Certifications

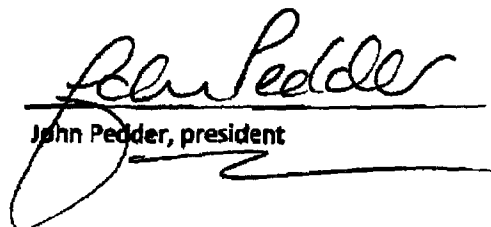
The issuer shall include certifications by the vice president and secretary of the issuer.

I, John Pedder, certify that:

1. I have reviewed this Initial Disclosure Statement of Blackbird International Corporation
2. Based on my knowledge, this disclosure statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statement were made, not misleading with respects to the period covered by this disclosure statement, and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: January 4, 2012



John Pedder, president

BLACKBIRD INTERNATIONAL CORPORATION

INTERIM FINANCIAL STATEMENTS

AUGUST 31, 2011

**(IN U.S. DOLLARS)
(UNAUDITED - SEE NOTICE TO READER)**

BLACKBIRD INTERNATIONAL CORPORATION

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AUGUST 31, 2011

(UNAUDITED - REFER TO NOTICE TO READER)

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**J. MORAITIS & ASSOCIATES
CERTIFIED GENERAL ACCOUNTANT**

**30 Hunt Street, Suite 207
Ajax, Ontario, L1S 3M2
Telephone: (647) 885 - 3917 Fax: (416) 352-5016**

NOTICE TO READER

To the Shareholders of
BLACKBIRD INTERNATIONAL CORPORATION

We have compiled the Interim balance sheet of BLACKBIRD INTERNATIONAL CORPORATION as at August 31, 2011 and the interim statements of earnings, interim changes in Stockholders Equity and cash flows for the period then ended.

Our compilation engagement was made in accordance with generally accepted standards in the United States of America related to information supplied to us by the Company.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

These financial statements have been prepared, in all material respects, in accordance with generally accepted accounting principles in the United States of America.

J. Moraitis & Associates

CERTIFIED GENERAL ACCOUNTANTS

Ajax, Ontario
Canada

BLACKBIRD INTERNATIONAL CORPORATION

INTERIM BALANCE SHEET


AS AT AUGUST 31, 2011

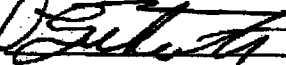
(IN U.S. DOLLARS)

(UNAUDITED - SEE NOTICE TO READER)

	AUG 31/11	OCT 31/10	OCT 31/09
ASSETS			
CURRENT ASSETS			
Bank - Cash	24,539	-	-
Accounts Receivable - Net	366,066	-	-
Taxes Receivable - SRED	26,708	-	-
TOTAL CURRENT ASSETS	\$ 417,313	\$ -	\$ -
Fixed Assets, at cost (Note 1,2)			
Property and equipment at cost - Net	5,068	-	-
Other - Incorporation Costs	1,525	-	-
TOTAL FIXED ASSETS	11,661	-	-
TOTAL ASSETS	\$ 423,906	\$ -	\$ -
LIABILITIES AND STOCKHOLDERS' EQUITY(DEFICIT)			
CURRENT LIABILITIES			
Accounts payable and accrued Liabilities	98,112	18,171	17,421
Taxes Payable - Corporate payroll/HST	37,540	-	-
TOTAL CURRENT LIABILITIES	135,652	18,171	17,421
LONG-TERM LIABILITIES			
Loan due to associated companies	52,254	-	-
TOTAL LONG-TERM LIABILITIES	-	-	-
TOTAL LIABILITIES	187,906	18,171	17,421
STOCKHOLDERS' EQUITY(DEFICIT)			
Preferred shares - Issued (Note 4)	-	-	-
Common shares - Issued (Note 5)	70,000	70,000	70,000
Additional paid in capital (Note 5)	235,377	172,900	172,900
Retained Earnings (Deficit)	(69,376)	(261,071)	(260,321)
	236,001	(18,171)	(17,421)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 423,906	\$ -	\$ -

APPROVED ON BEHALF OF THE BOARD:

 Director

 Director

BLACKBIRD INTERNATIONAL CORPORATION

INTERIM STATEMENT OF EARNINGS

FOR THE TEN MONTHS ENDED AUGUST 31, 2011

(IN U.S. DOLLARS)

(UNAUDITED - SEE NOTICE TO READER)

	AUG 31/11	OCT 31/10	OCT 31/09
Income			
Sales Revenue - Net	\$ 881,761	\$ -	\$ -
Cost of Goods Sold - Subcontracts	268,282	-	-
GROSS PROFIT	613,479	-	-
EXPENSES			
Advertising and promotion	8,128	-	-
Amortization of capital assets	1,299	-	-
Automobile expenses	8,352	-	-
Bad Debt Expense	8,183	-	-
Bank and Interest charges	501	-	-
Computer expense	1,692	-	-
Insurance	5,653	-	-
Office and general	4,914	750	25,396
Professional Fees	11,628	-	-
Rent and Occupancy costs	35,944	-	-
Salaries and employee benefits	182,975	-	-
Telephone and communications	8,421	-	-
Travel	108,931	-	-
TOTAL EXPENSES	386,621	750	25,396
NET INCOME BEFORE TAXES	226,858	(750)	(25,396)
Provision for Income Taxes	35,163	-	-
NET INCOME AFTER TAXES	\$ 191,695	\$ (750)	\$ (25,396)

BLACKBIRD INTERNATIONAL CORPORATION

INTERIM STATEMENT OF STOCKHOLDERS' EQUITY

**FOR THE PERIOD ENDED
AUGUST 31, 2011**

**(IN U.S. DOLLARS)
(UNAUDITED - SEE NOTICE TO READER)**

	CAPITAL STOCK	PAID IN SURPLUS	RETAINED EARNINGS	TOTAL
BALANCE AS OF OCT 31, 2010	70,000	172,900	(261,071)	(18,171)
SHARES ISSUED	-	62,477		62,477
NET INCOME FOR THE INTERIM PERIOD ENDED AUGUST 31, 2011			191,695	191,695
BALANCE AS OF AUGUST 31 2011	70,000	235,377	(69,376)	236,001

BLACKBIRD INTERNATIONAL CORPORATION

INTERIM STATEMENT OF CASH FLOWS

FOR THE TEN MONTHS ENDED AUGUST 31, 2011

(IN U.S. DOLLARS)

(UNAUDITED - SEE NOTICE TO READER)

	Aug 31/2011	Oct 31/2010	Oct 31/2009
Cash Flows Used in Operating Activities	\$ 228,157	\$ (750)	\$ (25,396)
Change in current liabilities and current assets	(318,349)	(750)	(25,396)
Net Cash Used in Operating Activities	(90,192)	-	-
Net Cash Flows From Investing Activities	-	-	-
Net Cash Provided by Financing Activities			
Increase in Loans due to Associated companies	52,254	-	-
Issuance of common shares	62,477	-	-
Net Cash Provided by Financing Activities	114,731	-	-
Increase (Decrease) in Cash	24,539	-	-
Cash at Beginning of Year	-	-	-
Cash at End of Year	\$ 24,539	\$ -	\$ -

BLACKBIRD INTERNATIONAL CORPORATION

NOTES TO UNAUDITED INTERIM FINANCIAL STATEMENTS

AUGUST 31, 2011

(IN U.S. DOLLARS)

UNAUDITED - REFER TO NOTICE TO READER

1. NATURE OF BUSINESS AND BASIS OF PRESENTATION

(a) Nature of Business

Blackbird International Corporation (The "Company") was incorporated under the laws of the state of Nevada on October 9, 2006 under the name of Ark Development Inc. The Company changed its name from Ark Development, Inc to Blackbird International Corporation on November 28, 2008. The Company's activities to date have been limited to organization and capital formation until the recent merger with Insight Group Technologies Inc. The Company will keep October 31 as its fiscal year end.

(b) Basis of presentation

These financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States, and are expressed in US dollars.

2. NATURE OF SIGNIFICANT ACCOUNTING POLICIES

(a) Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principals requires management to make estimates and assumptions that affect the amounts recorded in the financial statements. These estimates are based on management's best knowledge of current events and actions that the Company may undertake in the future. Actual results may differ from these estimates.

(b) Revenue Recognition

The Company also recorded its revenues that requires that four basic criteria must be met before revenue can be recognized:

(i) persuasive evidence of an arrangement exists; (ii) delivery has occurred or service has been rendered; (iii) the fee is fixed and determinable; and (iv) collectibility is reasonably assured.

The Company has recognized revenue when the services have been rendered.

(c) Income taxes:

The company utilizes the liability method in providing income taxes on all transactions that have been recognized in the financial statements. This method requires the adjustment of deferred taxes to reflect the tax rates at which future amounts will be settled or realized. The effects of tax rate changes on future deferred tax liabilities and deferred tax benefits as well as other changes in income tax laws are recognized in earnings in the period in which such changes are enacted. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

As of August 31, 2011, the Company had a net operating loss carry forward of \$225,533.

BLACKBIRD INTERNATIONAL CORPORATION

NOTES TO UNAUDITED INTERIM FINANCIAL STATEMENTS

AUGUST 31, 2011

(IN U.S. DOLLARS)

UNAUDITED - REFER TO NOTICE TO READER

3. CAPITAL ASSETS

Capital assets are recorded at cost and amortized over their estimated useful lives at the following rates per year:

Machinery and equipment - 20% declining balance basis
Computer Equipment - 45% declining balance basis
A half year's amortization is taken in the year of acquisition.

	Aug 31, 2011	Oct 31, 2010	Oct 31, 2009
	<u>Net Book Value</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Computer equipment - net	\$ 3,231	-	-
Office fum., Machinery and Equip. - net	\$ 1,837	\$ 2,057	\$ -
	<u>\$ 5,068</u>	<u>\$ 2,057</u>	<u>\$ -</u>
Depreciation Expense on tangible assets	\$ 1,299	\$ 514	\$ -

4. DUE TO ASSOCIATED COMPANIES

Amounts due to associated companies are non interest bearing with no set repayment period.

5. SHARE CAPITAL

On February 2, 2009, the Board of Directors of the Company approved a stock dividend, whereby one share of common stock of the Company was issued for every one share of common stock. The record date of the stock dividend was established as of February 9, 2009. The stock dividend has been retroactively recorded in the financial statements of the Company as if the stock dividend had occurred at the inception of the Company.

During the year ended October 31, 2009, the Company issued 11,400,000 shares of common stock pursuant to the stock subscription agreements. These subscription agreements were cancelled and the 11,400,000 shares of common stock were issued for services rendered to the Company valued at \$11,400. Also, during the year ended October 31, 2009 a shareholder/officer voluntarily cancelled 500,000 shares of the Company's common stock.

Authorized capital of common shares consists of the following:

	Aug 31, 2011	Oct 31, 2010	Oct 31, 2009
Preferred Shares: None Authorized.	\$ -	\$ -	\$ -
Common Shares Issued \$.001 par value; 75,000,000 Shares Authorized	\$ 70,000	\$ 70,000	\$ 70,000
70,000,000 shares issued and outstanding at August 31, 2011			
Contributed paid in capital	\$ 235,377	\$ 172,900	\$ 172,900
	<u>\$ 305,377</u>	<u>\$ 242,900</u>	<u>\$ 242,900</u>

Supplemental Information

(Exhibits attached hereto)

Initial Disclosure pdf

*Intent Agreement between Blackbird International
Corporation and Insight Global Technology*

Bylaws pdf

Articles.pdf

Amendment

AGREEMENT OF INTENT is dated for reference the 15th day of August, 2011.

BETWEEN: **John Pedder and Lee Rector**

Referred herein to as JPLR

AND: **Blackbird Petroleum Corporation**
A Nevada corporation with its principal business address at
7200 Transcanada, St. Laurent, Qc., H4T 1A3

Referred herein to as BBRD

WHEREAS:


- A.** JPLR are the beneficial shareholders of all the issued shares of Insight Group Technologies Inc (herein referred to as the Company) a corporation incorporated under the laws of Canada
- B.** BBRD wishes to acquire 100% of the issued shares of the Company.

The Parties hereby express their intent to enter into a formal agreement within the following general guidelines:

1. JPLR shall transfer to BBRD title and interest to all the issued and outstanding shares of the Company.
2. BBRD shall pay for these shares by having transferred 33,750,000 shares to JPLR or their nominees.
3. BBRD warrants that its authorized capital is 75,000,000 shares of which 70,000,000 shares have been issued and that no preferred shares have been issued.
4. BBRD warrants that it is a public company trading under symbol BBRD and will be current with its filings with all regulatory bodies at the closing of the formal Agreement.
5. JPLR hereby represents and warrants that the Company shall at the date of payment be in good standing with all regulatory authorities having jurisdiction.
6. The Parties warrant that they have the authority to transfer the shares mutually held by them and that all corporate documents shall be produced to effect the transfers.
7. The Parties both represent and warrant that any and all shares that they shall mutually transfer are free from any encumbrance and were issued according to all rules and regulations that may apply to the present transaction.

8. BBRD and JPLR shall treat all data, reports, records and other information of any nature whatsoever relating to this Agreement as confidential, except where such information must be disclosed for public disclosure requirements of a public company.
9. If this Agreement is subject to the prior approval of any regulatory bodies, then the parties shall use their best efforts to obtain such regulatory approvals.

WITNESS WHEREOF this Agreement of Intent has been executed by the parties hereto as of the day and year first above written.

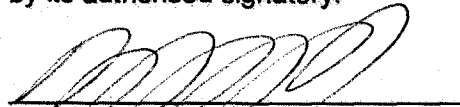


John Pedder



Lee Rector

Blackbird Petroleum Corporation
by its authorised signatory:



Michel Brunet

DEAN HELLER
 Secretary of State
 200 North Carson Street
 Carson City, Nevada 89701-4800
 (775) 684-6200
 www.nv.gov

Entity#
E0791862006-8
 Document Number:
20060676118-67
 Date Filed:
 10/19/2006 3:30:10 PM
 in the office of

D. Heller
 Dean Heller
 Secretary of State

Articles of Incorporation
 (PURSUANT TO NRS 78)

Important: Read attached instructions before completing this form. *PLEASE PRINT OR TYPE CLEAR*

1. Name of Corporation:	ARK DEVELOPMENT, INC.
2. Business Agent:	Nevada Business Services
3. Office and Principal Place of Business:	Name: 1805 No. Carson St., 1188 Carson City NEVADA NV 89701 Street Address: _____ City: _____ State: NV Zip Code: _____ General Mailing Address: _____ City: _____ State: _____ Zip Code: _____
4. Shares:	Number of shares with par value: 50,000,000 Par value: 1.001 Number of shares without par value: _____
5. Name & Address of Secretary:	1. Name: DONALD MURDOCK Street Address: 171 122-2205 4th ST SW City: MIAMI State: FL Zip Code: 33135 2. Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____ 3. Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____
6. Purpose:	The purpose of the Corporation shall be: To conduct any lawful service of business in the United States or throughout the world.
7. Name, Address and Signature of Incorporator:	Name: Donald Murdock Signature: <i>[Signature]</i> Address: See above City: _____ State: _____ Zip Code: _____
8. Certificate of Incorporation:	I hereby certify incorporation as Nevada Agent for the above named corporation. <i>Maryann Wickens</i> Date: 10/17/06 Notarized Secretary of R.A. or the State of R.A. Company



09001



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5788
Website: www.nvsec.gov

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20100906378-86
	Filing Date and Time 12/06/2010 8:35 AM
	Entity Number E0791862006-8

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations**
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Blackbird Petroleum Corporation

2. The articles have been amended as follows: (provide article numbers, if available)

The name of the corporation is changed to Blackbird International Corporation.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: majority

4. Effective date of filing: (optional)

11/29/10

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
This form must be accompanied by appropriate fees.

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ARK DEVELOPMENT, INC.
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BYLAWS, PAGE 1

ARTICLE ONE-CORPORATE CHARTER AND BYLAWS

1.01 CORPORATE CHARTER PROVISIONS

The Corporation's Charter authorizes sixty-five million (65,000,000) shares of common stock (par value \$.001) and ten million (10,000,000) shares of Preferred stock (par value \$.001) to be issued. The officers and transfer agents issuing shares of the Corporation shall ensure that the total number of shares outstanding at any given time does not exceed this number. Such officers and agents shall advise the Board at least annually of the authorized shares remaining available to be issued. No shares shall be issued for less than the par value stated in the Charter. Each Charter provision shall be observed until amended by Restated Articles or Articles of Amendment duly filed with the Secretary of State.

1.02 REGISTERED AGENT AND OFFICE-REQUIREMENT OF FILING CHANGES WITH SECRETARY OF STATE

The address of the Registered Office provided in the Articles of Incorporation, as duly filed with the Secretary of State for the State of Nevada, is: 1895 North Carson, #188, Carson City, NV 89701.

The name of the Registered Agent of the Corporation at such address, as set forth in its Articles of Incorporation, is: Nevada Business Services.

The Registered Agent or Office may be changed by filing a Statement of Change of Registered Agent or Office or Both with the Secretary of State, and not otherwise. Such filing shall be made promptly with each change. Arrangements for each change in Registered Agent or Office shall ensure that the Corporation is not exposed to the possibility of a default judgment. Each successive Registered Agent shall be of reliable character and well informed of the necessity of immediately furnishing the papers of any lawsuit against the Corporation to its attorneys.

1.03 INITIAL BUSINESS OFFICE

The address of the initial principal business office of the Corporation is hereby established as: 4225 New Forrest Drive, Plano, TX 75093.

The Corporation may have additional business offices within the State of Nevada and where it may be duly qualified to do business outside of Nevada, as the Board of Directors may from time to time designate or the business of the Corporation may require.

1.04 AMENDMENT OF BYLAWS

The Shareholders or Board of Directors, subject to any limits imposed by the Shareholders, may amend or repeal these Bylaws and adopt new Bylaws. All amendments shall be upon advice of counsel as to legality, except in emergency. Bylaw changes shall take effect upon adoption unless otherwise specified. Notice of Bylaws changes shall be given in or before notice given of the first Shareholders' meeting following their adoption.

ARTICLE TWO-DIRECTORS AND DIRECTORS' MEETINGS

2.01 ACTION BY CONSENT OF BOARD WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, and shall have the same force and effect as a unanimous vote of Directors, if all members of the Board consent in writing to the action. Such consent may be given individually or collectively.

2.02 TELEPHONE MEETINGS

Subject to the notice provisions required by these Bylaws and by the Business Corporation Act, Directors may participate in and hold a meeting by means of conference call or similar communication by which all persons participating can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except participation for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.03 PLACE OF MEETINGS

Meetings of the Board of Directors shall be held at the business office of the Corporation or at such other place within or without the State of Nevada as may be designated by the Board.

2.04 REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held, without call or notice, immediately following each annual Shareholders' meeting, and at such other regularly repeating times as the Directors may determine.

2.05 CALL OF SPECIAL MEETING

Special meetings of the Board of Directors for any purpose may be called at any time by the President or, if the President is absent or unable or refuses to act, by any Vice President or any two Directors. Written notices of the special meetings, stating the time and place of the meeting, shall be mailed ten days before, or telegraphed or personally delivered so as to be received by each Director not later than two days before, the day appointed for the meeting. Notice of meetings need not indicate an agenda. Generally, a tentative agenda will be included, but the meeting shall not be confined to any agenda included with the notice.

07/06/2011

ARK DEVELOPMENT INC (Form: SB-3 Regs)

Meetings provided for in these Bylaws shall not be invalid for lack of notice if all persons entitled to notice consent to the meeting in writing or are present at the meeting and do not object to the notice given. Consent may be given either before or after the meeting.

Upon providing notice, the Secretary or other officer sending notice shall sign and file in the Corporate Record Book a statement of the details of the notice given to each Director. If such statement should later not be found in the Corporate Record Book, due notice shall be presumed.

2.06 QUORUM

The presence throughout any Directors' meeting, or adjournment thereof, of a majority of the authorized number of Directors shall be necessary to constitute a quorum to transact any business, except to adjourn. If a quorum is present, every act done or resolution passed by a majority of the Directors present and voting shall be the act of the Board of Directors.

2.07 ADJOURNMENT AND NOTICE OF ADJOURNED MEETINGS

A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated hour on a stated day. Notice of the time and place where an adjourned meeting will be held need not be given to absent Directors if the time and place is fixed at the adjourned meeting. In the absence of a quorum, a majority of the Directors present may adjourn to a set time and place if notice is duly given to the absent members, or until the time of the next regular meeting of the Board.

2.08 CONDUCT OF MEETINGS

At every meeting of the Board of Directors, the Chairman of the Board, if there is such an officer, and if not, the President, or in the President's absence, a Vice President designated by the President, or in the absence of such designation, a Chairman chosen by a majority of the Directors present, shall preside. The Secretary of the Corporation shall act as Secretary of the Board of Directors' meetings. When the Secretary is absent from any meeting, the Chairman may appoint any person to act as Secretary of that meeting.

2.09 POWERS OF THE BOARD OF DIRECTORS

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to limitations imposed by law, the Articles of Incorporation, any applicable Shareholders' agreement, and these Bylaws.

2.10 BOARD COMMITTEES—AUTHORITY TO APPOINT

The Board of Directors may designate an executive committee and one or more other committees to conduct the business and affairs of the Corporation to the extent authorized. The Board shall have the power at any time to change the powers and membership of, fill vacancies in, and dissolve any committee. Members of any committee shall receive such compensation as the Board of Directors may from time to time provide. The designation of any committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

2.11 TRANSACTIONS WITH INTERESTED DIRECTORS

Any contract or other transaction between the Corporation and any of its Directors (or any corporation or firm in which any of its Directors are directly or indirectly interested) shall be valid for all purposes notwithstanding the presence of that Director at the meeting during which the contract or transaction was authorized, and notwithstanding the Directors' participation in that meeting. This section shall apply only if the contract or transaction is just and reasonable to the Corporation at the time it is authorized and ratified, the interest of each Director is known or disclosed to the Board of Directors, and the Board nevertheless authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present. Each interested Director is to be counted in determining whether a quorum is present, but shall not vote and shall not be counted in calculating the majority necessary to carry the vote. This section shall not be construed to invalidate contracts or transactions that would be valid in its absence.

2.12 NUMBER OF DIRECTORS

The number of Directors of this Corporation shall be not less than one or more than fifteen. No Director need be a resident of Nevada or a Shareholder. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws. Any decrease in the number of Directors shall not have the effect of shortening the tenure that any incumbent Director would otherwise enjoy.

2.13 TERM OF OFFICE

Directors shall be entitled to hold office until their successors are elected and qualified. Election for all Director positions, vacant or not vacant, shall occur at each annual meeting of the Shareholders and may be held at any special meeting of Shareholders called specifically for that purpose.

2.14 REMOVAL OF DIRECTORS

The entire Board of Directors or any individual Director may be removed from office by a vote of Shareholders holding a majority of the outstanding shares entitled to vote at an election of Directors. However, if less than the entire Board is to be removed, no one of the Directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors. No director may be so removed except at an election of the class of Directors of which he is a part. If any or all Directors are so removed, new Directors may be elected at the same meeting. Whenever a class or series of shares is entitled to elect one or more Directors under authority granted by the Articles of Incorporation, the provisions of this Paragraph apply to the vote of that class or series and not to the vote of the outstanding shares as a whole.

2.15

VACANCIES

pursuant to Section 3.04 of these Bylaws. The notice of a special Shareholders' meeting must state the purpose or purposes of the meeting and absent consent of every Shareholder to the specific action taken, shall be limited to purposes plainly stated in the notice, notwithstanding other provisions herein.

ARTICLE FOUR—OFFICERS

4.01 TITLE AND APPOINTMENT

The officers of the Corporation shall be a President and a Secretary, as required by law. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, a Treasurer, one or more Assistant Secretaries, and one or more Assistant Treasurers. Any two or more offices, including President and Secretary, may be held by one person. All officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure of all officers.

4.01(a) CHAIRMAN OF THE BOARD

The Chairman, if there shall be such an officer, shall, if present, preside at the meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to the Chairman by the Board of Directors or prescribed by these Bylaws.

4.01(b) PRESIDENT

Subject to such supervisory powers, if any, as may be given to the Chairman, if there is one, by the Board of Directors, the President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the Corporation. The President shall have the general powers and duties of management usually vested in the office of President of a corporation, shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws, and shall be ex officio a member of all standing committees, including the executive committee, if any. In addition, the President shall preside at all meetings of the Shareholders and in the absence of the Chairman, or if there is no Chairman, at all meetings of the Board of Directors.

4.01(c) VICE PRESIDENT

Any Vice President shall have such powers and perform such duties as from time to time may be prescribed by these Bylaws, by the Board of Directors, or by the President. In the absence or disability of the President, the senior or duly appointed Vice President, if any, shall perform all the duties of the President, pending action by the Board of Directors when so acting, such Vice President shall have all the powers of, and be subject to all the restrictions on, the President.

4.01(d) SECRETARY

The Secretary shall:

- (1) See that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. In case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to act, notice may be given and served by an Assistant Secretary or by the Chairman, the President, any Vice President, or by the Board of Directors.
- (2) Keep the minutes of corporate meetings, and the Corporate Record Book, as set out in Section 7.01 hereof.
- (3) Maintain, in the Corporate Record Book, a record of all share certificates issued or canceled and all shares of the Corporation canceled or transferred.
- (4) Be custodian of the Corporation's records and of any seal which the Corporation may from time to time adopt, when the Corporation exercises its right to use a seal, the Secretary shall see that the seal is embossed on all share certificates prior to their issuance and on all documents authorized to be executed under seal in accordance with the provisions of these Bylaws.
- (5) In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by Sections 7.01, 7.02, and 7.03 of these Bylaws, by these Bylaws generally, by the Board of Directors, or by the President.

4.01(e) TREASURER

The Treasurer shall:

- (6) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all funds in the name of the Corporation in those banks, trust companies, or other depositories that shall be selected by the Board of Directors.
- (7) Receive, and give receipt for, monies due and payable to the Corporation.
- (8) Disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for those disbursements.
- (9) If required by the Board of Directors or the President, give to the Corporation a bond to assure the faithful performance of the duties of the Treasurer's office and the restoration to the Corporation of all corporate books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or control, in case of the Treasurer's death, resignation, retirement, or removal from office. Any such bond shall be in a sum satisfactory to the Board of Directors, with one or more sureties or a surety company satisfactory to the Board of Directors.
- (10) In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by Sections 7.04 and 7.05 of these Bylaws, by these Bylaws generally, by the Board of Directors, or by the President.

4.01(f) ASSISTANT SECRETARY AND ASSISTANT TREASURER

The Assistant Secretary or Assistant Treasurer shall have such powers and perform such duties as the Secretary or Treasurer, respectively, or as the Board of Directors or President may prescribe. In case of the absence of the Secretary or Treasurer, the senior Assistant Secretary or Assistant Treasurer, respectively, may perform all of the functions of the Secretary or Treasurer.

Any officer may be removed, either with or without cause, by vote of a majority of the Directors at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any committee or officer upon whom that power of removal may be conferred by the Board of Directors. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of that resignation shall not be necessary to make it effective.

4.03 VACANCIES

Upon the occasion of any vacancy occurring in any office of the Corporation, by reason of death, resignation, removal, or otherwise, the Board of Directors may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

4.04 COMPENSATION

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that the officer is also a Shareholder or a Director of the Corporation, or both.

ARTICLE FIVE-AUTHORITY TO EXECUTE INSTRUMENTS

5.01 NO AUTHORITY ABSENT SPECIFIC AUTHORIZATION

These Bylaws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided in these Bylaws, may additionally authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement nor to pledge its credit nor to render it pecuniarily liable for any purpose or in any amount.

5.02 EXECUTION OF CERTAIN INSTRUMENTS

Formal contracts of the Corporation, promissory notes, deeds, deeds of trust, mortgages, pledges, and other evidences of indebtedness of the Corporation, other corporate documents, and certificates of ownership of liquid assets held by the Corporation shall be signed or endorsed by the President or any Vice President and by the Secretary or the Treasurer, unless otherwise specifically determined by the Board of Directors or otherwise required by law.

ARTICLE SIX-ISSUANCE AND TRANSFER OF SHARES

6.01 CLASSES AND SERIES OF SHARES

The Corporation may issue one or more classes or series of shares, or both. Any of these classes or series may have full, limited, or no voting rights, and may have such other preferences, rights, privileges, and restrictions as are stated or authorized in the Articles of Incorporation. All shares of any one class shall have the same voting, conversion, redemption, and other rights, preferences, privileges, and restrictions, unless the class is divided into series. If a class is divided into series, all the shares of any one series shall have the same voting, conversion, redemption, and other rights, preferences, privileges, and restrictions. There shall always be a class or series of shares outstanding that has complete voting rights except as limited or restricted by voting rights conferred on some other class or series of outstanding shares.

6.02 CERTIFICATES FOR FULLY PAID SHARES

Neither shares nor certificates representing shares may be issued by the Corporation until the full amount of the consideration has been received when the consideration has been paid to the Corporation, the shares shall be deemed to have been issued and the certificate representing the shares shall be issued to the shareholder.

6.03 CONSIDERATION FOR SHARES

Shares may be issued for such consideration as may be fixed from time to time by the Board of Directors, but not less than the par value stated in the Articles of Incorporation. The consideration paid for the issuance of shares shall consist of money paid, labor done, or property actually received, and neither promissory notes nor the promise of future services shall constitute payment nor partial payment for shares of the Corporation.

6.04 REPLACEMENT OF CERTIFICATES

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ARK DEVELOPMENT INC Form SB-2 Regs
No replacement share certificate shall be issued until the former certificate for the shares represented thereby shall have been surrendered and canceled, except that replacements for lost or destroyed certificates may be issued, upon such terms, conditions, and guarantees as the Board may see fit to impose, including the filing of sufficient indemnity.

6.05 SIGNING CERTIFICATES-FACSIMILE SIGNATURES

All share certificates shall be signed by the officer(s) designated by the Board of Directors. The signatures of the foregoing officers may be facsimiles. If the officer who has signed or whose facsimile signature has been placed on the certificate has ceased to be such officer before the certificate issued, the certificate may be issued by the Corporation with the same effect as if he or she were such officer on the date of its issuance.

6.06 TRANSFER AGENTS AND REGISTRARS

The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars, at such times and places as the requirements of the Corporation may necessitate and the Board of Directors may designate. Each registrar appointed, if any, shall be an incorporated bank or trust company, either domestic or foreign.

6.07 CONDITIONS OF TRANSFER

The party in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof as regards the Corporation, provided that whenever any transfer of shares shall be made for collateral security, and not absolutely, and prior written notice thereof shall be given to the Secretary of the Corporation, or to its transfer agent, if any, such fact shall be stated in the entry of the transfer.

6.08 REASONABLE DOUBTS AS TO RIGHT TO TRANSFER

When a transfer of shares is requested and there is reasonable doubt as to the right of the person seeking the transfer, the Corporation or its transfer agent, before recording the transfer of the shares on its books or issuing any certificate therefor, may require from the person seeking the transfer reasonable proof of that person's right to the transfer. If there remains a reasonable doubt of the right to the transfer, the Corporation may refuse a transfer unless the person gives adequate security or a bond of indemnity executed by a corporate surety or by two individual sureties satisfactory to the Corporation as to form, amount, and responsibility of sureties. The bond shall be conditioned to protect the Corporation, its officers, transfer agents, and registrars, or any of them, against any loss, damage, expense, or other liability for the transfer or the issuance of a new certificate for shares.

ARTICLE SEVEN-CORPORATE RECORDS AND ADMINISTRATION

7.01 MINUTES OF CORPORATE MEETINGS

The Corporation shall keep at the principal office, or such other place as the Board of Directors may order, a book recording the minutes of all meetings of its Shareholders and Directors, with the time and place of each meeting, whether such meeting was regular or special, a copy of the notice given of such meeting, or of the written waiver thereof, and, if it is a special meeting, how the meeting was authorized. The record book shall further show the number of shares present or represented at Shareholders' meetings, and the names of those present and the proceedings of all meetings.

7.02 SHARE REGISTER

The Corporation shall keep at the principal office, or at the office of the transfer agent, a share register showing the names of the Shareholders, their addresses, the number and class of shares issued to each, the number and date of issuance of each certificate issued for such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The above information may be kept on an information storage device such as a computer, provided that the device is capable of reproducing the information in clearly legible form. If the Corporation is taxed under Internal Revenue Code Section 1244 or Subchapter S, the Officer issuing shares shall maintain the appropriate requirements regarding issuance.

7.03 CORPORATE SEAL

The Board of Directors may at any time adopt, prescribe the use of, or discontinue the use of, such corporate seal as it deems desirable, and the appropriate officers shall cause such seal to be affixed to such certificates and documents as the Board of Directors may direct.

7.04 BOOKS OF ACCOUNT

The Corporation shall maintain correct and adequate accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and shares. The corporate bookkeeping procedures shall conform to accepted accounting practices for the Corporation's business or businesses, subject to the foregoing. The chart of financial accounts shall be taken from, and designed to facilitate preparation of, current corporate tax returns. Any surplus, including earned surplus, paid-in surplus, and surplus arising from a reduction of stated capital, shall be classed by source and shown in a separate account. If the Corporation is taxed under Internal Revenue

Code Section 1244 or Subchapter S, the officers and agents maintaining the books of account shall maintain the appropriate requirements.

7.05 INSPECTION OF CORPORATE RECORDS

A Director or Shareholder demanding to examine the Corporation's books or records may be required to first sign an affidavit that the demanding party will not directly or indirectly participate in reselling the information and will keep it confidential other than in use for proper purposes reasonably related to the Director's or Shareholder's role. A Director who insists on examining the records while refusing to sign this affidavit thereby resigns as a Director.

7.06 FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors and approved by the Internal Revenue Service. The Treasurer shall forthwith arrange a consultation with the Corporation's tax advisers to determine whether the Corporation is to have a fiscal year other than the calendar year. If so, the Treasurer shall file an election with the Internal Revenue Service as early as possible, and all correspondence with the IRS, including the application for the Corporation's Employer Identification Number, shall reflect such non-calendar year election.

7.07 WAIVER OF NOTICE

Any notice required by law or by these Bylaws may be waived by execution of a written waiver of notice executed by the person entitled to the notice. The waiver may be signed before or after the meeting.

ARTICLE EIGHT--ADOPTION OF INITIAL BYLAWS

The foregoing bylaws were adopted by the Board of Directors on January 25, 2000.

Noah Clark

Noah Clark, President, Secretary/Treasurer and Director

BYLAWS, PAGE 2

SICHENZIA ROSS FRIEDMAN FERENCE LLP

61 Broadway, 32nd Flr.
New York, NY 10006
Telephone: (212) 930-9700
Facsimile: (212) 930-9725

January 9, 2008

VIA ELECTRONIC TRANSMISSION

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

RE: Ark Development, Inc.
Form SB-2 Registration Statement (File No. 333-)

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form SB-2 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), filed by Ark Development, Inc., a Nevada corporation (the "Company"), with the Securities and Exchange Commission.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the outstanding shares of common stock being sold pursuant to the Registration Statement are legally and validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under "Legal Matters" in the related Prospectus. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Sichenzia Ross Friedman Ference LLP

Sichenzia Ross Friedman Ference LLP

EXHIBIT 10.1**OIL AND GAS LEASE PURCHASE AGREEMENT**

THIS AGREEMENT dated for reference January 3, 2007.

BETWEEN:

Tri-Petro Oil & Gas Corporation, 4943 Garden Grove Road, Grand Prairie, Texas 75052 (the "seller")

AND:

Ark Development, Inc., a body corporate, duly incorporated under the laws of the State of Nevada and having an office at 4225 New Forest Drive, Plano, Texas 75093 (the "Purchaser")

WHEREAS:

A.

The Seller is the owner of a certain petroleum Lease located in Palo Pinto County, Texas. The Lease is more particularly described in Schedule "A" attached hereto which forms a material part hereof (collectively, the "Lease");

B.

The Seller has agreed to sell and the Purchaser has agreed to purchase a 100% right, interest and title in and to the seventy-five percent working interest in the Lease upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and provisos herein contained,

THE PARTIES HERETO AGREE AS FOLLOWS :

1. SELLER'S REPRESENTATIONS

1.1 The Seller represents and warrants to the Purchaser that:

The Seller is the beneficial owner of the Lease and holds the right to transfer said Lease and to explore and develop the oil and gas deposits on the Lease;

The Seller holds the Lease free and clear of all liens, charges and claims of others, and the Seller has a free and unimpeded right of access to the Lease and has use of the Lease surface for the herein purposes;

The Lease has been duly and validly located and recorded in proper fashion with the Railroad Commission of the State of Texas and is in good standing as of the date of this Agreement;

There are no adverse claims or challenges against or to the Seller's ownership of the Lease nor to the knowledge of the Seller is there any basis therefore and there are no outstanding agreements or options to acquire or purchase the Lease or any portion thereof;

The Seller has the full right, authority and capacity to enter into this Agreement without first obtaining the consent of any other person or body corporate and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any indenture, agreement or other instrument whatsoever to which the Seller is a party or by which he is bound or to which he is subject; and

No proceedings are pending for, and the Seller is unaware of any basis for, the institution of any proceedings which could lead to the placing of either Seller in bankruptcy, or in any position similar to bankruptcy.

The representations and warranties of the Seller set out in paragraph 1.1 above form a part of this Agreement and are conditions upon which the Purchaser has relied in entering into this Agreement and shall survive the acquisition of any interest in the Lease by the Purchaser.

THE PURCHASER'S REPRESENTATIONS

The Purchaser warrants and represents to the Seller that it is a body corporate, duly incorporated under the laws of the State of Nevada with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms hereof.

SALE OF LEASE

The Seller hereby sells, grants and devises to the Purchaser a 100% undivided right, title and interest in and to the Seventy-Five Percent (75%) Working Interest in the Lease in consideration the Purchaser issuing 500,000 shares of the Purchaser's restricted common stock to the Seller upon the closing of this Agreement plus \$5,000 dollars cash.

CLOSING

The sale and purchase of the interest in the Lease shall be closed concurrently with the execution of this Agreement at 5:30 P.M. on January 3, 2007 at the offices of the Seller, or such other place and time acceptable to both parties.

FORCE MAJEURE

If the Purchaser is prevented from or delayed in complying with any provisions of this Agreement by reason of strikes, labor disputes, lockouts, labor shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of the Purchaser, the time limited for the performance of the various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay, and the Purchaser, insofar as is possible, shall promptly give written notice to the Seller of the particulars of the reasons for any prevention or delay under this section, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to the Seller as soon as such cause ceases to exist.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

NOTICE

7.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered to the other party at its respective address first noted above, and any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if mailed, on the fourth business day after the date of mailing thereof.

7.2 Either party may from time to time by notice in writing change its address for the purpose of this paragraph.

RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party a partner, agent or legal representative of the other party.

FURTHER ASSURANCES

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

TIME OF ESSENCE

Time shall be of the essence of this Agreement.

TITLES

The titles to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

NONSEVERABILITY

This Agreement shall be considered and construed as a single instrument and the failure to perform any of the terms and conditions in this Agreement shall constitute a violation or breach of the entire instrument or Agreement and shall constitute the basis for cancellation or termination.

APPLICABLE LAW

The situs of the Agreement is Grand Prairie, TX and for all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the State of Texas.

INUREMENT

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

PURCHASER: ARK DEVELOPMENT, INC.

Per: /s/ Noah Clark
Noah Clark, President

SELLER: TRI-PETRO OIL & GAS CORPORATION

Per: /s/ Jerry Capehart
Jerry Capehart, President

SCHEDULE "A"

JOHNSON LEASE, PALO PINTO COUNTY, GRAFORD, TEXAS

LEGAL DESCRIPTION: All of the North Half of Survey No. 878 T.E.&L. Company Survey, Abstract 454 containing 160 Acres more or less.

RRC # 078866.

00000000http://schemas.microsoft.com/office/word/2003/wordml:urn:schemas-microsoft-com:office:smarttags:013f

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), AND ARE PROPOSED TO BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT PROVIDED BY REGULATION D OF RULE 504 UNDER THE ACT. UPON ANY CitySALE, SUCH SECURITIES MAY NOT BE REOFFERED FOR placeCitySALE OR RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF RULE 144 PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

SUBSCRIPTION AGREEMENT

ARK DEVELOPMENT, INC.

SUBSCRIPTION AGREEMENT made as of this ____ day of _____, 2006 between Ark Development, Inc. addressStreet4225 New Forrest Drive, CityPlano, StateTX, PostalCode75093, a placeStateNevada corporation (the "Company") and the undersigned (the "Subscriber").

WHEREAS:

- A. The Company desires to issue a maximum of 3,500,000 shares of common stock (par value \$0.001 of the Company at a price of \$0.01 per share (the "Offering") pursuant to Regulation D of Rule 504 of the United States Securities Act of 1933 (the "Act").
- B. The Subscriber desires to acquire the number of shares of the Offering set forth on the signature page hereof (the "Shares") on the terms and subject to the conditions of this Subscription Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

SUBSCRIPTION FOR SHARES

- 1.1 Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company such number of Shares as is set forth upon the signature page hereof at a price equal to \$0.01 US per Share. Upon execution, the subscription by the Subscriber will be irrevocable.
- 1.2 The purchase price is payable by the Subscriber contemporaneously with the execution and delivery of this Subscription Agreement.
- 1.3 Upon execution by the Company, the Company agrees to sell such Shares to the Subscriber for said purchase price subject to the Company's right to sell to the Subscriber such lesser number of Shares as it may, in its sole discretion, deem necessary or desirable.
- 1.4 Any acceptance by the Company of the Subscriber is conditional upon compliance with all securities laws and other applicable laws of the jurisdiction in which the Subscriber is resident. Each Subscriber will deliver to the Company all other documentation, agreements, representations and requisite government forms required by the lawyers for the Company as required to comply with all securities laws and other applicable laws of the jurisdiction of the Subscriber. The Company will not grant any registration or other qualification rights to any Subscriber.

REPRESENTATIONS AND WARRANTIES BY SUBSCRIBER

- 2.1 The Subscriber represents and warrants to the Company and acknowledges that the Company is relying upon the Subscriber's representations and warranties in agreeing to sell the Shares to the Subscriber that:
- (1) The Subscriber recognizes that the purchase of Shares involves a high degree of risk in that the Company has only recently commenced its proposed business and may require substantial funds in addition to the proceeds of this private placement;
 - (2) An investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares;
 - (3) The Subscriber has had full opportunity to review information regarding the business and financial condition of the Company with the Subscriber's legal and financial advisers prior to execution of this Subscription Agreement;
 - (4) The Subscriber has such knowledge and experience in finance, securities, investments, including investment in non-listed and non-registered securities, and other business matters so as to be able to protect its interests in connection with this transaction.

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(5) The Subscriber acknowledges that no market for the Shares presently exists and none may develop in the future and accordingly the Subscriber may not be able to liquidate its investment.

- (6) The Subscriber hereby acknowledges that this offering of Shares has not been reviewed by the United States Securities and Exchange Commission (the "SEC") and that the Shares are being issued by the Company pursuant to an exemption from registration provided by Regulation D OF Rule 504 pursuant to the United States Securities Act.
- (7) The Subscriber is acquiring the Shares as principal for the Subscriber's own benefit;
- (8) The Subscriber is not aware of any advertisement of the Shares.
- (9) The Subscriber is acquiring the Shares subscribed to hereunder as an investment for the Subscriber's own account, not as a nominee or agent, and not with a view toward the resale or distribution of any part thereof, and the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same;
- (10) The Subscriber does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person, or to any third person, with respect to any of the Shares sold hereby;
- (11) The Subscriber has full power and authority to enter into this Agreement which constitutes a valid and legally binding obligation, enforceable in accordance with its terms;
- (12) Subscriber can bear the economic risk of this investment, and was not organized for the purpose of acquiring the Shares;
- (13) The Subscriber has satisfied himself or herself as to the full observance of the laws of his or her jurisdiction in connection with any invitation to subscribe for the Shares and/or any use of this Agreement, including (i) the legal requirements within his/her jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares.

3. REPRESENTATIONS BY THE COMPANY

3.1 The Company represents and warrants to the Subscriber that:

- (A) The Company is a corporation duly organized, existing and in good standing under the laws of the State of placeStateNevada and has the corporate power to conduct the business which it conducts and proposes to conduct.
- (B) Upon issue, the Shares will be duly and validly issued, fully paid and non-assessable common shares in the capital of the Company.
- (C) The issued and outstanding shares of the Company consists of 1,500,000 shares of the Company's common stock prior to the completion of the issue of any shares of the Company's common stock pursuant to this Offering.

4. TERMS OF SUBSCRIPTION

4.1 Pending acceptance of this subscription by the Company, all funds paid hereunder shall be deposited by the Company and immediately available to the Company for the purposes set forth in the disclosure statement. In the event the subscription is not accepted, the subscription funds will constitute a non-interest bearing demand loan of the Subscriber to the Company.

4.2 The Subscriber hereby authorizes and directs the Company to deliver the securities to be issued to such Subscriber pursuant to this Subscription Agreement to the Subscriber's address indicated herein.

4.3 The Subscriber acknowledges and agrees that the subscription for the Shares and the Company's acceptance of the subscription is not subject to any minimum subscription for the Offering.

MISCELLANEOUS

5.1 Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Company, at its principal office, at 4225 New Forrest Drive, Plano, TX 75093, attention: Mr. Noah Clark, President and to the Subscriber at his address indicated on the last page of this Subscription Agreement. Notices shall be deemed to have been given on the date of mailing, except notices of change of address, which shall be deemed to have been given when received.

5.2 Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of placeStateNevada.

5.3 The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Subscription Agreement.