

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMALGAMATION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEYOND COMPLIANCE, INC.		12/06/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	BEYOND COMPLIANCE ULC
Street Address:	639 5th Avenue SW
Internal Address:	Suite 2100
City:	Calgary, AB
State/Country:	CANADA
Postal Code:	T2P 0M9
Entity Type:	ULC: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3575531	ACTIONTRAK
Registration Number:	3495453	BEYOND COMPLIANCE
Registration Number:	3495434	BEYOND COMPLIANCE DOING THE RIGHT THING - SIMPLY
Registration Number:	3088972	SKILLSTRAK
Registration Number:	3214250	ASSETTRAK
Registration Number:	3269644	CONTRAK
Registration Number:	3047126	JOB PERFORMANCE MANAGEMENT SYSTEM
Registration Number:	3094988	FACILITATING COMPLIANCE THROUGH TECHNOLOGY
Registration Number:	3014272	INTEGRATED COMPLIANCE MANAGEMENT SYSTEM
Registration Number:	3031766	COMPLIANCEWHERE
Registration Number:	3058801	CORRECTIVE ACTION REGISTER

CORRESPONDENCE DATA

Fax Number: 2124464900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: susan.zablocki@kirkland.com  
Correspondent Name: Susan Zablocki  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-92
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Susan Zablocki
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Signature:	/susan zablocki/
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Date:	11/15/2012
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**Total Attachments: 48**

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**CORPORATE ACCESS NUMBER: 2016452233**

**Alberta**

**BUSINESS CORPORATIONS ACT**

**CERTIFICATE  
OF  
AMALGAMATION**

**BEYOND COMPLIANCE ULC  
IS THE RESULT OF AN AMALGAMATION FILED ON 2011/12/06.**



**TRADEMARK  
REEL: 004901 FRAME: 0323**

**Articles of Amalgamation  
For  
BEYOND COMPLIANCE ULC**

**Share Structure:** SEE SCHEDULE "A" ATTACHED  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED  
**Number of Directors:**  
**Min Number of Directors:** 1  
**Max Number of Directors:** 3  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED

**Registration Authorized By: BRET BOLIN  
OFFICER**

## SCHEDULE "A"

The following are the rights, privileges, restrictions and conditions attaching to the common shares and to the redeemable preferred shares of Beyond Compliance ULC ("Amalco"). Terms with initial capital letters not otherwise defined in these share provisions shall have the respective meanings attributed to them in the acquisition agreement dated November 29, 2011 (the "Acquisition Agreement") among P2 Newco3 ULC, Beyond Compliance Inc. ("BCI") and certain shareholders of BCI.

### I. Common Shares

Amalco is authorized to issue an unlimited number of common shares without nominal or par value which may be issued and allotted by the directors of Amalco (the "Directors") from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

#### 1. Voting Rights

The holders of the common shares shall be entitled to receive notice, of and to attend any meetings of the shareholders of Amalco and, at any meeting of the shareholders of Amalco, shall be entitled to one vote in respect of each common share held.

#### 2. Dividends

The holders of the common shares shall, in the absolute discretion of the Directors, be entitled to receive such dividends as may be declared by Amalco, from time to time, in respect of the common shares.

#### 3. Liquidation, Dissolution or Winding Up

In the event of the liquidation, dissolution or winding-up of Amalco or other distribution of assets of Amalco among its shareholders for the purpose of winding-up its affairs (whether voluntary or involuntary), the holders of the common shares shall, subject to the rights of the holders of any other class of shares of Amalco entitled to receive the property or assets of Amalco upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of Amalco.

### II. Redeemable Preferred Shares

#### 1. Classes of Redeemable Preferred Shares

Amalco is authorized to issue redeemable preferred shares divided into the classes set forth below:

(1) an unlimited number of Class "A" preferred shares ("Class SA" Preferred Shares) without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors;

(2) an unlimited number of Class "B" preferred shares ("Class "B" Preferred Shares") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors; and

(3) an unlimited number of Class "C" preferred shares ("Class "C" Preferred Shares") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors.

The Class "A" Preferred Shares, the Class "B" Preferred Shares and the Class "C" Preferred Shares are collectively referred to in these share provisions as the "Redeemable Preferred Shares". The Redeemable Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

## 2. Voting Rights

The holders of the Redeemable Preferred Shares shall not have any voting rights for the election of Directors or for any other purpose and shall not be entitled to receive notice of, or to attend any meetings of the shareholders of Amalco (excluding meetings of the holders of Redeemable Preferred Shares or of the holders of the same class of Redeemable Preferred Shares as the holder).

## 3. Dividends

The holders of the Redeemable Preferred Shares shall not be entitled to receive dividends.

## 4. Redemption

### 4.1 Deemed Redemption

Subject to Section 4.7, immediately after the earliest time (the "Redemption Time") on December 6, 2011 (the "Effective Date"), Amalco shall be deemed to have redeemed and cancelled, as of the Redemption Time, each Redeemable Preferred Share then issued and outstanding, for an amount equal to US\$1.00 per Redeemable Preferred Share (the "Redemption Price"), subject to, in the case of the Class "B" Preferred Shares and Class "C" Preferred Shares, adjustment in accordance with Sections 4.2 and 4.3, respectively. Save as otherwise provided herein, no notice or other act or formality on the part of Amalco shall be required to redeem the Redeemable Preferred Shares.

### 4.2 Adjustments to Class "B" Preferred Share Redemption Price

The Redemption Price of each Class "B" Preferred Share shall be subject to reduction by an amount equal to:

$$((A + B + C + D) - E) / 1,250,000$$

wherein:

A = the amount by which the Employee Holdback Payment is required

to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in an amount (a "NWC Adjustment Amount") being payable to Acquisitionco;

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and

E = the Class "C" Preferred Share Aggregate Reduction (as defined in Section 4.3 below).

#### 4.3 Adjustments to Class "C" Preferred Share Redemption Price

The Redemption Price of each Class "C" Preferred Share shall be subject to adjustment as follows:

(1) in the event the amount of the Company Transaction Expenses is less than US\$125,000, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the difference between the amount of the Company Transaction Expenses and US\$125,000, divided by 37,082;

(2) in the event of a Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to the Representative, on behalf of the Shareholders, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the NWC Adjustment Amount divided by 37,082;

(3) the Redemption Price per Class "C" Preferred Share shall be subject to reduction by an amount equal to:

$$(A + B + C + D) / 37,082$$

wherein:

A = the amount by which the Employee Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to Acquisitionco; and

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and

the aggregate of any such reduction of the Redemption Price for the Class "C" Preferred Shares shall be referred to in these share provisions as the "Class "C" Preferred Share Aggregate Reduction".

(4) Notwithstanding the above, in no event shall the Redemption



Price per Class "C" Preferred Share be reduced to an amount less than US\$0.001 per share.

#### 4.4 Deposit of Redemption Price

Prior to the Effective Date, Acquisitionco (or an Affiliate of Acquisitionco) shall deliver or cause to be delivered to Olympia Trust Company (the "Depositary"), at its principal office in Calgary, Alberta, an amount equal to the aggregate Redemption Price of the Redeemable Preferred Shares to be redeemed by Amalco pursuant to Section 4.1, less amounts required to be withheld as a result of the Employee Holdback Payment and the Revenue Holdback Payment. Delivery of such amount in such a manner shall be a full and complete discharge of Amalco's obligations to pay the Redemption Price to the holders of the Redeemable Preferred Shares, subject to the obligations of Amalco (including any successor corporation of Amalco) with respect to payment of the Employee Holdback Payment and the Revenue Holdback Payment, as applicable.

#### 4.5 Payment of Redemption Price

(1) Payment of Redemption Price to Holders of Class "A" Preferred Shares

The Depositary shall, within ten (10) Business Days of receipt by the Depositary, at its principal office in Calgary, Alberta, of (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series B Preferred Shares of BCI, and (iii) such other documents as the Depositary may, in its discretion, require, pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "A" Preferred Shares, by way of wire transfer in an amount equal to the product of the Redemption Price and the number of Class "A" Preferred Shares represented by the certificate(s) so surrendered to the Depositary, on the basis of 1.07 Class "A" Preferred Shares being issued for each Series B Preferred Share of BCI.

(2) Payment of Redemption Price to Holders of Class "B" Preferred Shares

The Depositary shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "B" Preferred Shares, by way of wire transfer, provided that the Depositary has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series A Preferred Shares of BCI, and (iii) such other documents as the Depositary may, in its discretion, require:

(i) within ten (10) Business Days of receipt by the Depositary of the documents described above in Section 4.5(2), an amount equal to:

$$[(A - B) / 1,250,000] \times C$$

wherein:

A = the net amount payable pursuant to Section 2.5(a) of the

Acquisition Agreement;

B = the aggregate Redemption Price for the Class "A" Preferred Shares; and

C = the number of Class "B" Preferred Shares represented by the certificate(s) so surrendered to the Depositary, on the basis of 0.5 Class "B" Preferred Shares being issued for each Series A Preferred Share of BCI;

(ii) if applicable, within three (3) Business Days after the amount of the Closing Net Working Capital becomes binding and conclusive pursuant to the Acquisition Agreement, an amount equal to the pro rata portion of any NWC Adjustment Amount payable to the Representative, on behalf of the Shareholders, to which each holder of Class "B" Preferred Shares is entitled;

(iii) within ten (10) Business Days of the first anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Employee Holdback Payment to which each holder of Class "B" Preferred Shares is entitled; and

(iv) within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Revenue Holdback Payment to which each holder of Class "B" Preferred Shares is entitled.

(3) Payment of Redemption Price to Holders of Class "C" Preferred Shares

The Depositary shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "C" Preferred Shares, by way of cheque or wire transfer, provided that the Depositary has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented common shares, Series A Preferred Shares or Series B Preferred Shares of BCI, and (iii) such other documents as the Depositary may, in its discretion, require; within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to such holder's pro rata portion of the aggregate Redemption Price of the Class "C" Preferred Shares.

#### 4.6 Rights

From and after the Redemption Time, the holders of the Redeemable Preferred Shares shall not be entitled to exercise any of the rights of Amalco shareholders in respect thereof, except to receive the Redemption Price as provided herein, provided that if payment of the Redemption Price for any Redeemable Preferred Share is not duly made by or on behalf of Amalco (including any successor corporation of Amalco) in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances shall interest on the Redemption Price be paid by Amalco (including any successor corporation of Amalco) or the Depositary, whether as a result of any delay in paying the Redemption Price or otherwise.

#### 4.7 Restriction on Redemption Rights

Nothing herein shall be deemed to permit or oblige Amalco (including any successor corporation of Amalco) to redeem or repurchase the Redeemable Preferred Shares if the redemption or repurchase would contravene any applicable statute, regulation or rule of law or equity.

#### 4.8 Certificate and Settlement Procedures

(1) No certificates will be issued in respect of Redeemable Preferred Shares on or after the date hereof and, in the interim, certificates representing Series A Preferred Shares, Series B Preferred Shares or common shares of BCI shall be deemed to entitle each holder thereof to: (i) 1.07 Class "A" Preferred Shares for each Series B Preferred Share of BCI, 0.5 Class "B" Preferred Shares for each Series A Preferred Share of BCI and 0.0022 Class "C" Preferred Shares for each common share of BCI, and (ii) receive payment of the Redemption Price payable in respect of such Redeemable Preferred Shares such holder was entitled to receive pursuant to the Amalgamation and in accordance with these Redeemable Preferred Share provisions.

(2) Any certificate, which immediately prior to the Effective Date represented outstanding common shares or Preferred Shares of BCI (other than such common shares held by Dissenting Shareholders), that is not deposited with all other instruments required by Section 4.5 hereof, on or prior to the second anniversary of the Effective Date (the "Surrender Date") shall cease to represent a claim or interest of any kind or nature whatsoever as a shareholder or creditor of Amalco (including any successor corporation of Amalco). On such date, the former holder of the certificate referred to in the preceding sentence shall be deemed to have surrendered to Amalco (including any successor corporation of Amalco), for no consideration, an amount equal to the Redemption Price multiplied by the number of Redeemable Preferred Shares formerly represented by such certificate (the "Surrendered Amount"). Amalco (including any successor corporation of Amalco) shall not be liable to any Person in respect of the payment of the Surrendered Amount, or any portion thereof, to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the Surrender Date, the Depositary shall pay to Amalco (including any successor corporation of Amalco) any portion of the aggregate Redemption Price which relates to Redeemable Preferred Shares in respect of which the holder thereof has not submitted the documents required by Section 4.5 of these Redeemable Preferred Share provisions. Any interest earned on the aggregate Redemption Price shall be paid by the Depositary to Amalco (or any successor corporation or Affiliate of Amalco).

SCHEDULE "B"

1. The transfer of securities, other than non-convertible debt securities, in the capital of the Corporation shall be restricted, in that no such security shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all such directors.

SCHEDULE "C"

OTHER RULES OR PROVISIONS (IF ANY):

1. The directors may, between Annual General Meetings, appoint 1 or more additional directors of the Corporation to serve until the next Annual General Meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last Annual Meeting of the Corporation.
2. The liability of each of the shareholders of the unlimited liability corporation for any liability, act or default of the unlimited liability corporation is unlimited in extent and joint and several in nature.
3. Meetings of shareholders of the Corporation shall be held anywhere in Canada that the directors determine.

# Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2011/12/06

Corporate Access Number: 2016452233

Service Request Number: 17250829  
Alberta Corporation Type: Named Alberta Corporation  
Legal Entity Name: BEYOND COMPLIANCE ULC  
French Equivalent Name:  
Nuans Number: 104412092  
Nuans Date: 2011/11/30  
French Nuans Number:  
French Nuans Date:

## REGISTERED ADDRESS

Street: 1000, 250 - 2ND STREET SW  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 0C1

## RECORDS ADDRESS

Street: 1000, 250 - 2ND STREET SW  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 0C1

## ADDRESS FOR SERVICE BY MAIL

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

Share Structure: SEE SCHEDULE "A" ATTACHED  
Share Transfers Restrictions: SEE SCHEDULE "B" ATTACHED  
Number of Directors:  
Min Number Of Directors: 1  
Max Number Of Directors: 3

**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED

**Professional Endorsement Provided:**  
**Future Dating Required:**  
**Registration Date:** 2011/12/06

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**Director**

**Last Name:** BOLIN  
**First Name:** BRET  
**Middle Name:**  
**Street/Box Number:** 1670 BROADWAY, SUITE 2900  
**City:** DENVER  
**Province:** COLORADO  
**Postal Code:** 80202  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:** Y

**Last Name:** HICKS  
**First Name:** ANDREW  
**Middle Name:**  
**Street/Box Number:** 1670 BROADWAY, SUITE 2900  
**City:** DENVER  
**Province:** COLORADO  
**Postal Code:** 80202  
**Country:**  
**Resident Canadian:**  
**Named On Stat Dec:**

**Last Name:** MACDONALD  
**First Name:** BRUCE  
**Middle Name:**  
**Street/Box Number:** SUITE 2100, 639 - 5TH AVENUE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 0M9  
**Country:**  
**Resident Canadian:** Y

**Named On Stat Dec:**

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**Amalgamating Corporation**

<b>Corporate Access Number</b>	<b>Legal Entity Name</b>
2016311017	P2 NEWCO3 ULC
2016448249	BEYOND COMPLIANCE INC.

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**Attachment**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded</b>
Share Structure	ELECTRONIC	2011/12/06
Restrictions on Share Transfers	ELECTRONIC	2011/12/06
Statutory Declaration	10000807102675925	2011/12/06
Amalgamation Agreement	10000207102675928	2011/12/06
Other Rules or Provisions	ELECTRONIC	2011/12/06

**Registration Authorized By:** BRET BOLIN  
OFFICER



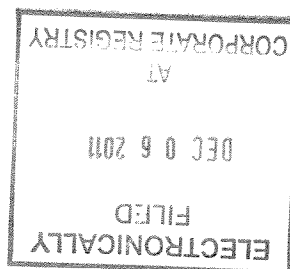
BUSINESS CORPORATIONS ACT  
(SECTION 181)

FORM 9

**ALBERTA**  
REGISTRIES

**ARTICLES OF AMALGAMATION**

1. NAME OF AMALGAMATION CORPORATION:  <b>BEYOND COMPLIANCE ULC</b>		2. CORPORATE ACCESS NO.:  
3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE:  <b>SEE SCHEDULE "A" ATTACHED</b>		
4. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS:  <b>SEE SCHEDULE "B" ATTACHED</b>		
5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER OF DIRECTORS):  <b>Minimum of 1 (One); Maximum of 3 (Three)</b>		
6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON:  <b>NONE.</b>		
7. OTHER PROVISIONS, IF ANY:  <b>SEE SCHEDULE "C" ATTACHED</b>		
8. NAME OF AMALGAMATING CORPORATIONS  <b>BEYOND COMPLIANCE INC.</b>  <b>P2 NEWCO3 ULC</b>		CORPORATE ACCESS NO:  <b>2016448249</b>  <b>2016311017</b>
DATE  December 6, 2011	SIGNATURE  	TITLE  <b>CEO</b>



## SCHEDULE "A"

The following are the rights, privileges, restrictions and conditions attaching to the common shares and to the redeemable preferred shares of Beyond Compliance ULC ("**Amalco**"). Terms with initial capital letters not otherwise defined in these share provisions shall have the respective meanings attributed to them in the acquisition agreement dated November 29, 2011 (the "**Acquisition Agreement**") among P2 Newco3 ULC, Beyond Compliance Inc. ("**BCI**") and certain shareholders of BCI.

### **I. Common Shares**

Amalco is authorized to issue an unlimited number of common shares without nominal or par value which may be issued and allotted by the directors of Amalco (the "**Directors**") from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

#### 1. Voting Rights

The holders of the common shares shall be entitled to receive notice, of and to attend any meetings of the shareholders of Amalco and, at any meeting of the shareholders of Amalco, shall be entitled to one vote in respect of each common share held.

#### 2. Dividends

The holders of the common shares shall, in the absolute discretion of the Directors, be entitled to receive such dividends as may be declared by Amalco, from time to time, in respect of the common shares.

#### 3. Liquidation, Dissolution or Winding Up

In the event of the liquidation, dissolution or winding-up of Amalco or other distribution of assets of Amalco among its shareholders for the purpose of winding-up its affairs (whether voluntary or involuntary), the holders of the common shares shall, subject to the rights of the holders of any other class of shares of Amalco entitled to receive the property or assets of Amalco upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of Amalco.

### **II. Redeemable Preferred Shares**

#### 1. Classes of Redeemable Preferred Shares

Amalco is authorized to issue redeemable preferred shares divided into the classes set forth below:

- (1) an unlimited number of Class "A" preferred shares ("**Class "A" Preferred Shares**") without nominal or par value which may be issued and allotted by the Directors from

time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors;

- (2) an unlimited number of Class "B" preferred shares ("**Class "B" Preferred Shares**") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors; and
- (3) an unlimited number of Class "C" preferred shares ("**Class "C" Preferred Shares**") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors.

The Class "A" Preferred Shares, the Class "B" Preferred Shares and the Class "C" Preferred Shares are collectively referred to in these share provisions as the "**Redeemable Preferred Shares**". The Redeemable Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

## 2. Voting Rights

The holders of the Redeemable Preferred Shares shall not have any voting rights for the election of Directors or for any other purpose and shall not be entitled to receive notice of, or to attend any meetings of the shareholders of Amalco (excluding meetings of the holders of Redeemable Preferred Shares or of the holders of the same class of Redeemable Preferred Shares as the holder).

## 3. Dividends

The holders of the Redeemable Preferred Shares shall not be entitled to receive dividends.

## 4. Redemption

### 4.1 Deemed Redemption

Subject to Section 4.7, immediately after the earliest time (the "**Redemption Time**") on December 6, 2011 (the "**Effective Date**"), Amalco shall be deemed to have redeemed and cancelled, as of the Redemption Time, each Redeemable Preferred Share then issued and outstanding, for an amount equal to US\$1.00 per Redeemable Preferred Share (the "**Redemption Price**"), subject to, in the case of the Class "B" Preferred Shares and Class "C" Preferred Shares, adjustment in accordance with Sections 4.2 and 4.3, respectively. Save as otherwise provided herein, no notice or other act or formality on the part of Amalco shall be required to redeem the Redeemable Preferred Shares.

### 4.2 Adjustments to Class "B" Preferred Share Redemption Price

The Redemption Price of each Class "B" Preferred Share shall be subject to reduction by an amount equal to:

$$((A + B + C + D) - E) / 1,250,000$$

wherein:

A = the amount by which the Employee Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in an amount (a "**NWC Adjustment Amount**") being payable to Acquisitionco;

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and

E = the Class "C" Preferred Share Aggregate Reduction (as defined in Section 4.3 below).

#### 4.3 Adjustments to Class "C" Preferred Share Redemption Price

The Redemption Price of each Class "C" Preferred Share shall be subject to adjustment as follows:

- (1) in the event the amount of the Company Transaction Expenses is less than US\$125,000, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the difference between the amount of the Company Transaction Expenses and US\$125,000, divided by 37,082;
- (2) in the event of a Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to the Representative, on behalf of the Shareholders, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the NWC Adjustment Amount divided by 37,082;
- (3) the Redemption Price per Class "C" Preferred Share shall be subject to reduction by an amount equal to:

$$(A + B + C + D) / 37,082$$

wherein:

A = the amount by which the Employee Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to Acquisitionco; and

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and

the aggregate of any such reduction of the Redemption Price for the Class "C" Preferred Shares shall be referred to in these share provisions as the "**Class "C" Preferred Share Aggregate Reduction**".

- (4) Notwithstanding the above, in no event shall the Redemption Price per Class "C" Preferred Share be reduced to an amount less than US\$0.001 per share.

#### 4.4 Deposit of Redemption Price

Prior to the Effective Date, Acquisitionco (or an Affiliate of Acquisitionco) shall deliver or cause to be delivered to Olympia Trust Company (the "**Depository**"), at its principal office in Calgary, Alberta, an amount equal to the aggregate Redemption Price of the Redeemable Preferred Shares to be redeemed by Amalco pursuant to Section 4.1, less amounts required to be withheld as a result of the Employee Holdback Payment and the Revenue Holdback Payment. Delivery of such amount in such a manner shall be a full and complete discharge of Amalco's obligations to pay the Redemption Price to the holders of the Redeemable Preferred Shares, subject to the obligations of Amalco (including any successor corporation of Amalco) with respect to payment of the Employee Holdback Payment and the Revenue Holdback Payment, as applicable.

#### 4.5 Payment of Redemption Price

- (1) Payment of Redemption Price to Holders of Class "A" Preferred Shares

The Depository shall, within ten (10) Business Days of receipt by the Depository, at its principal office in Calgary, Alberta, of (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series B Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require, pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "A" Preferred Shares, by way of wire transfer in an amount equal to the product of the Redemption Price and the number of Class "A" Preferred Shares represented by the certificate(s) so surrendered to the Depository, on the basis of 1.07 Class "A" Preferred Shares being issued for each Series B Preferred Share of BCI.

- (2) Payment of Redemption Price to Holders of Class "B" Preferred Shares

The Depository shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "B" Preferred Shares, by way of wire transfer, provided that the Depository has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series A Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require:

- (i) within ten (10) Business Days of receipt by the Depository of the documents described above in Section 4.5(2), an amount equal to:

$$[(A - B) / 1,250,000] \times C$$

wherein:

A = the net amount payable pursuant to Section 2.5(a) of the Acquisition Agreement;

B = the aggregate Redemption Price for the Class "A" Preferred Shares; and

C = the number of Class "B" Preferred Shares represented by the certificate(s) so surrendered to the Depository, on the basis of 0.5 Class "B" Preferred Shares being issued for each Series A Preferred Share of BCI;

- (ii) if applicable, within three (3) Business Days after the amount of the Closing Net Working Capital becomes binding and conclusive pursuant to the Acquisition Agreement, an amount equal to the pro rata portion of any NWC Adjustment Amount payable to the Representative, on behalf of the Shareholders, to which each holder of Class "B" Preferred Shares is entitled;
- (iii) within ten (10) Business Days of the first anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Employee Holdback Payment to which each holder of Class "B" Preferred Shares is entitled; and
- (iv) within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Revenue Holdback Payment to which each holder of Class "B" Preferred Shares is entitled.

(3) Payment of Redemption Price to Holders of Class "C" Preferred Shares

The Depository shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "C" Preferred Shares, by way of cheque or wire transfer, provided that the Depository has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented common shares, Series A Preferred Shares or Series B Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require; within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to such holder's pro rata portion of the aggregate Redemption Price of the Class "C" Preferred Shares.

#### 4.6 Rights

From and after the Redemption Time, the holders of the Redeemable Preferred Shares shall not be entitled to exercise any of the rights of Amalco shareholders in respect thereof, except to receive the Redemption Price as provided herein, provided that if payment of the Redemption

Price for any Redeemable Preferred Share is not duly made by or on behalf of Amalco (including any successor corporation of Amalco) in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances shall interest on the Redemption Price be paid by Amalco (including any successor corporation of Amalco) or the Depositary, whether as a result of any delay in paying the Redemption Price or otherwise.

#### 4.7 Restriction on Redemption Rights

Nothing herein shall be deemed to permit or oblige Amalco (including any successor corporation of Amalco) to redeem or repurchase the Redeemable Preferred Shares if the redemption or repurchase would contravene any applicable statute, regulation or rule of law or equity.

#### 4.8 Certificate and Settlement Procedures

- (1) No certificates will be issued in respect of Redeemable Preferred Shares on or after the date hereof and, in the interim, certificates representing Series A Preferred Shares, Series B Preferred Shares or common shares of BCI shall be deemed to entitle each holder thereof to: (i) 1.07 Class "A" Preferred Shares for each Series B Preferred Share of BCI, 0.5 Class "B" Preferred Shares for each Series A Preferred Share of BCI and 0.0022 Class "C" Preferred Shares for each common share of BCI, and (ii) receive payment of the Redemption Price payable in respect of such Redeemable Preferred Shares such holder was entitled to receive pursuant to the Amalgamation and in accordance with these Redeemable Preferred Share provisions.
- (2) Any certificate, which immediately prior to the Effective Date represented outstanding common shares or Preferred Shares of BCI (other than such common shares held by Dissenting Shareholders), that is not deposited with all other instruments required by Section 4.5 hereof, on or prior to the second anniversary of the Effective Date (the "**Surrender Date**") shall cease to represent a claim or interest of any kind or nature whatsoever as a shareholder or creditor of Amalco (including any successor corporation of Amalco). On such date, the former holder of the certificate referred to in the preceding sentence shall be deemed to have surrendered to Amalco (including any successor corporation of Amalco), for no consideration, an amount equal to the Redemption Price multiplied by the number of Redeemable Preferred Shares formerly represented by such certificate (the "**Surrendered Amount**"). Amalco (including any successor corporation of Amalco) shall not be liable to any Person in respect of the payment of the Surrendered Amount, or any portion thereof, to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the Surrender Date, the Depositary shall pay to Amalco (including any successor corporation of Amalco) any portion of the aggregate Redemption Price which relates to Redeemable Preferred Shares in respect of which the holder thereof has not submitted the documents required by Section 4.5 of these Redeemable Preferred Share provisions. Any interest earned on the aggregate Redemption Price shall be paid by the Depositary to Amalco (or any successor corporation or Affiliate of Amalco).

## **SCHEDULE "B"**

1. The transfer of securities, other than non-convertible debt securities, in the capital of the Corporation shall be restricted, in that no such security shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all such directors.



## **SCHEDULE "C"**

### **OTHER RULES OR PROVISIONS (IF ANY):**

1. The directors may, between Annual General Meetings, appoint 1 or more additional directors of the Corporation to serve until the next Annual General Meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last Annual Meeting of the Corporation.
2. The liability of each of the shareholders of the unlimited liability corporation for any liability, act or default of the unlimited liability corporation is unlimited in extent and joint and several in nature.
3. Meetings of shareholders of the Corporation shall be held anywhere in Canada that the directors determine.

# Notice Of Directors Or Notice Of Change Of Directors

Business Corporations Act  
Sections 106, 113 and 289

1. Name of Corporation

2. Alberta Corporate  
Access Number

<b>BEYOND COMPLIANCE ULC</b>	
------------------------------	--

3. The following persons were appointed Director(s) on     N/A     :  
year / month / day

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

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

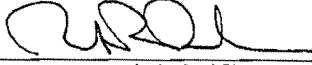
<small>Name of Director (Last, First, Second)</small>	<small>Mailing Address (including postal code)</small>	

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

<small>Name of Director (Last, First, Second)</small>	<small>Mailing Address (including postal code)</small>	<small>Are you a resident Canadian? Yes No</small>
MacDonald, Bruce	Suite 2100, 639 - 5 <sup>th</sup> Avenue SW, Calgary, AB T2P 0M9	Yes
Bolin, Bret	1670 Broadway, Suite 2900, Denver, CO 80202	No
Hicks, Andrew	1670 Broadway, Suite 2900, Denver, CO 80202	No

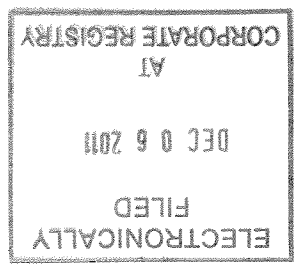
6. To be completed only by Alberta Corporations:

Are at least 1/4 of the members of the Board of Directors Resident Canadians?       Yes     No

	<u>Bret R Bolin</u>	December 6, 2011
<small>Authorized Signature</small>	<small>Name of Person Authorizing (please print)</small>	<small>Date</small>

303 390 9357		Cto
<small>Telephone Number (daytime)</small>		<small>Title (please print)</small>

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



# Notice Of Address Notice Of Change Of Address

Business Corporations Act  
Section 20

1. Name of Corporation

2. Corporate Access Number

BEYOND COMPLIANCE ULC

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

Street	City / Town	Province	Postal Code
1000, 250 - 2nd Street S.W.	Calgary	AB	T2P 0C1

OR

Legal Land Description	Section Meridian	Township	Range
------------------------	---------------------	----------	-------

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

Street	City / Town	Province	Postal Code
1000, 250 - 2nd Street S.W.	Calgary	AB	T2P 0C1

OR

Legal Land Description	Section Meridian	Township	Range
------------------------	---------------------	----------	-------

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

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

Post Office Box Only	City / Town	Province	Postal Code
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Authorized Signature

Beet R Boring  
Name of Person Authorizing (please print)

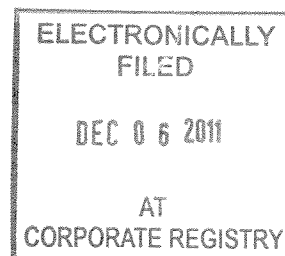
December 6, 2011  
Date

303 390 9357  
Telephone Number (daytime)

CEO  
Title (please print)

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

REG 3018 (2003/05)





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COMPANY NAME / NOM DE L'ENTREPRISE	JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
<b>BEYOND COMPLIANCE ULC</b>	AB   104412092	2011No30				Prop.ACCUCA	
<b>BEYOND COMPUTING</b>	AB   0TN7038631	1996Ji29			TradeName	Active	
<b>BEYOND COMPLIANCE INC</b>	AB   0218909448	2000Au02	CALGARY	CD	EP_Corp	Active	
<b>BEYOND COMPLIANCE INC</b>	CD   0003775313	2000Jn14	CALGARY		CBCA	Active	
<b>BEYOND COMPLIANCE TRAINING AND CONSULTING SERVICES INC</b>	AB   2015361690	2010Ma12	EDMONTON		Bus_Corp	Active	
<b>BEYOND COMMUNICATIONS LTD</b>	AB   0518311782	1999Ma04	CALGARY		NP_PrvtCo	Struck	2002No02
<b>BEYOND DIGITAL INC</b>	AB   104344845	2011No22				Prop.T MPRO	
<b>ABOVE AND BEYOND CHILDCARE INC</b>	AB   103782818	2011Se19				Prop.EXPRESS	
<b>BEYOND COMEDY PRODUCTIONS</b>	AB   TN11181385	2004Ji15			TradeName	Active	
<b>DANIEL ANDERSON &amp; BRYAN MURRAY PROFESSIONAL CORPORATION</b>	AB   104186901	2011No04				Prop.CNN	
<b>BEYOND DIGITAL DESIGN INC</b>	AB   104236538	2011No10				Prop.CENTAUR	
<b>ABOVE &amp; BEYOND COMPRESSION INC</b>	AB   0208639997	2000Ja28	EDMONTON		Bus_Corp	Active	
<b>BEYOND BALANCE</b>	AB   TN13853650	2008Mr04			TradeName	Active	
<b>BEYOND CONCRETE INC</b>	AB   0207556325	1997No21	CALGARY		Bus_Corp	Active	2009Mr04
<b>PLOWBOY UNCHAINED LTD</b>	AB   103940345	2011Oc07				Prop.ACCUED	
<b>BEYOND CONTRACTING LTD</b>	AB   2011174311	2004Ji12	BEAUMONT		Bus_Corp	Active	
<b>COPIES BEYOND</b>	AB   OPT7571706	1997Oc09			Ptnrshp	Active	

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<b>CHAMPIONS CREED INC</b>	AB   104240293	2011No10				Prop.AMAALTA	
<b>BEYOND THE CLASSROOM TUTORING INC</b>	CD   104228548	2011No09				Prop.CORCEN2	
<b>CUBANS UNITED BY ASSOCIATION</b>	AB   103818045	2011Se23				Prop.ARE US	
<b>BEYOND COAL BIOCARBON INC</b>	CD   0007588127	2010Jn28	VANCOUVER		CBCA	Dissolved	2011Jn10
<b>BEYOND CURB APPEAL LTD</b>	AB   2014552877	2009Fe27			Bus_Corp	Active	2011Jl23
<b>ABOVE AND BEYOND EVENT PLANNING INC</b>	AB   104212617	2011No07				Prop.WESTLIC	
<b>BEYOND BOOTCAMP</b>	AB   PT14869960	2009Au26			Ptnrshp	Active	
<b>BEYOND COMPARE EQUINE BREEDING CONSULTNG SERVICES LTD</b>	CD   0004469291	2008Fe20	TOTTENHAM		CBCA	Dissolved	2011Se10
<b>DRESSED BEYOND CONCEPTION INC</b>	AB   2013951997	2008A16	FORT MCMURRAY		Bus_Corp	Active	
<b>IRONBULL BUMPERS CANADA INC</b>	AB   103776460	2011Se19				Prop.ABBEY	
<b>ABOVE &amp; BEYOND CONSTRUCTION LTD</b>	AB   0206331522	1994No22	CALGARY		Bus_Corp	Active	2007Oc18
<b>MIDDLEFIELD BANCORP LIMITED</b>	AB   104308885	2011No18				Prop.S JNDROP	
<b>BEYOND COMPARE-INTERIOR DESIGN</b>	AB   OTN4685939	1990Se14			TradeName	Active	
<b>BEYOND CONTRACTING</b>	AB   TN12193850	2006Ja30			TradeName	Active	
<b>SPRINGBANK CREEK CONDOMINIUMOWNERS'ASSOCIATION</b>	AB   104282524	2011No15				Prop.ACCUCA	
<b>COLOUR &amp; BEYOND HAIR STUDIO INC</b>	AB   2010325518	2003Fe20	CALGARY		Bus_Corp	Active	
<b>COMFYNET BROADBAND INC</b>	AB   103368996	2011Au03				Prop.CHPLATE	

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COMPANY NAME / NOM DE L'ENTREPRISE				EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
JUR. / NO.	DATE	CITY / VILLE					
BUS. / ACT.							
<b>CORPORATE AND BEYOND INC</b>							
CD   0006732674	2007Mr07	OTTAWA			CBCA	Active	
<b>BEYOND DIGITAL INC</b>							
AB   2016429223	2011No24	EDMONTON			Bus_Corp	Active	
<b>BRYAN WILLIAMSON CONSULTING LTD</b>							
AB   104362450	2011No24					Prop.CNN	
<b>SPENDTHRIFT STALLIONS CANADA COMPANY ULC</b>							
AB   104210279	2011No07					Prop.NCS	
<b>SPENDTHRIFT STALLIONS CANADA ULC</b>							
AB   104226610	2011No09					Prop.NCS	
<b>BEYOND LTD</b>							
AB   2014466045	2009Ja10	CALGARY			Bus_Corp	Active	2011Mr26
<b>ABOVE &amp; BEYOND CONCRETE</b>							
AB   TN15004997	2009No07				TradeName	Active	
<b>BEYOND BETA</b>							
AB   104087355	2011Oc24					Prop.ARVICAL	
<b>BEYOND DIGITAL DESIGN INC</b>							
AB   2016407641	2011No10	CALGARY			Bus_Corp	Active	
<b>MILLIER DICKINSON BLAIS INC</b>							
AB   104005219	2011Oc14					Prop.DIRECT	
<b>WEIGHT LOSS &amp; BEYOND CONSULTING LTD</b>							
AB   2014908236	2009Se17	EDMONTON			Bus_Corp	Active	2011Ma02
<b>BEYOND ELEGANCE</b>							
AB   OTN5989579	1994Fe17				TradeName	Active	
<b>BEYOND ABUSE - EMOTIONAL, SEXUAL, PHYSICAL</b>							
CD   104124185	2011Oc28					Prop.CANADA	
<b>BADGER WELL COMPLETIONS INC</b>							
AB   103862333	2011Se28					Prop.ACCUCA	
<b>ABOVE &amp; BEYOND CONSTRUCTION</b>							
AB   OTN5607114	1993AI01				TradeName	Active	
<b>VISTA BEYOND CONSULTING INC</b>							
CD   0007232870	2009Se08	TORONTO			CBCA	Active	
<b>CUMBERLAND GENETIC LTD</b>							
AB   104089586	2011Oc24					Prop.C.OCHRAN	

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COMPANY NAME / NOM DE L'ENTREPRISE	JUR.   NO.   DATE	CITY / VILLE	EP   TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
<b>BEYOND CAPITAL INC</b>	CD   0007948123   2011Au16	KANATA	CBCA	Active	
<b>PELTON CYCLING INC</b>	AB   103837765   2011Se26			Prop.A-t	
<b>GENIUS COMBINE LTD</b>	AB   104046722   2011Oc19			Prop.BEIREG	
<b>BEYOND CLEANING SERVICES INC</b>	AB   2014874875   2009Au28	SYLVAN LAKE	Bus_Corp	Active	2011Oc05
<b>BEYOND DIGITAL</b>	AB   PT15519812   2010Au17		Ptnrshp	Active	
<b>AND BEYOND INC</b>	CD   0007184018   2009Jn07	RICHMOND	CBCA	Active	
<b>LETHBRIDGECONTENTS.COM LTD</b>	AB   104001119   2011Oc14			Prop.R3UNLIM	
<b>BEYOND CAPITAL</b>	CD   103475955   2011Au15			Prop.CANADA	
<b>CANCORP BRANDING INC</b>	AB   104126703   2011Oc28			Prop.CENTAUR	
<b>CHAMPIONS WIN CHAMPIONSHIPS INC</b>	AB   104237948   2011No10			Prop.M-HLC	
<b>BEYOND CARPENTRY INC</b>	CD   0007902042   2011Jn23	GEORGETOWN	CBCA	Active	
<b>CABINETS AND BEYOND LTD</b>	AB   2016022259   2011Al20	CALGARY	Bus_Corp	Active	
<b>BEYOND THE RECORD</b>	AB   0TN5570783   1993Fe22		TradeName	Active	
<b>COMPOUND ENERGY LTD</b>	AB   2013648817   2007No23	CALGARY	Bus_Corp	Active	
<b>MCQUILLAN BLONDEEL INC</b>	AB   103489957   2011Au17			Prop.T MPRO	
<b>BEYOND CARBON SOLUTIONS INC</b>	CD   0007944357   2011Au24	PICKERING	CBCA	Active	
<b>BRIDGES BEYOND BORDERS NETWORK INC</b>	CD   0004451660   2007No01	KITCHENER	CCA_Pt2	Active	

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# Trade-mark Report / Rapport des marques de commerce



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Classes: 0

\* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE	APP. NO. / NO. APP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE	CLASSES
<b>INTEGRITY BEYOND COMPLIANCE</b> Pipe made of metal or predominantly of metal used for structural p>	1547252	TMA		Formalized	BERG EUROPIPE HOLDING	06,40.
<b>BEYOND</b> Partition walls.	1479418	TMA793441	2011Mr21		EBERHARD VON HUENE & A	06,19,20.
<b>BEYOND COOL, BRISK</b> Advertising and promotional services in association with the sale >	0779852	TMA463435	1996Se13		UNILEVER CANADA INC.	35.
<b>BEYOND COLOR</b> Lipstick. (2) Lip conditioner, eye shadow. (3) Lash conditioner. (>	1038910	TMA553213	2001No01		AVON PRODUCTS, INC.,	03.
<b>BCI BEYOND COMPLIANCE INC. LOGO</b> Software for use in database management. Business process>	1110844	TMA600501	2004Ja26		BEYOND COMPLIANCE INC.	09,35;
<b>BEYOND COMPLIANCE ;</b> Internet accessible database. (2) Application service provider sof>	1216134	TMA649545	2005Oc04		BEYOND COMPLIANCE INC.	09,35,42.
<b>BEYOND COMFORT</b> Comforters, featherbeds and pillow protectors. (2) Pillows.	1440876	TMA		Def-Srchd	PACIFIC COAST FEATHER	20,24.
<b>BEYOND COMPETITION</b> Educational services, namely: conducting seminars and lectures in >	0645445	TMA380121	1991Fe15		BURRUS RESEARCH ASSOCI	41,
<b>BEYOND COMPUTING</b> Magazines about information technology and business.	0722273	TMA447966	1995Se22	Expunged	INTERNATIONAL BUSINESS	16.
<b>BEYOND.COM</b> Online retail services featuring a full line of computer software >	1001634	TMA540501	2001Ja30		BEYOND.COM, INC.	35.
<b>BEYOND COMPARE - WOMEN PHOTOGRAPHERS ON</b> Printed publications namely catalogues, booklets, brochures and ne>	1205213	TMA684928	2007Mr29		UNILEVER CANADA INC.	16,18,25,35.
<b>BEYOND CONVENTION</b> Brand product and corporate identity consulting and creation servi>	1262737	TMA666181	2006Jn16		PIGEON CANADA INC.	35,42,
<b>COLOURS BEYOND COMPARE</b> Business consulting and research services in the field of merchand>	1320519	TMA754093	2009No27		COLWELL INDUSTRIES INC.	35,40.
<b>BEYOND COMFORT</b> Mattress component, namely, cushioning material namely, latex foam>	1422353	TMA		Searched	SERTA, INC.	17.
<b>CBC RADIO TWO CLASSICS, AND BEYOND.;</b> 0911265	TMA			Advertisd	CANADIAN BROADCASTING	01,02,03,04
<b>BEYOND MONEY</b> Books dealing with corporate ethics and management.	1306192	TMA		Allowed	ROBERT DIETRICH SCHAE	16.
<b>HORIZON ENERGY SOLUTIONS LOOKING BEYOND.</b> Domestic and commercial fresh water, natural gas. Energy services >	1335530	TMA724706	2008Se29		HORIZON HOLDINGS INC.	04,32,35,36;

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# Trade-mark Report / Rapport des marques de commerce



104412092 BEYOND

Page 6 of/de 7 2011No30

Classes: 0

\* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
BEYOND; 1463266   TMA797387   2011Ma12 In-flight magazines.				KOREAN AIRLINES CO., L 16.
BEYOND THE PAGE 1502322   TMA809893   2011Oc24 Educational books for children.				TREND ENTERPRISES, INC 16.
BEYOND DOCUMENTS... 0831220   TMA498683   1998Au14 Document and form management services.				THE DATA GROUP LIMITED 35.
BEYOND 0861108   TMA513130   1999Ji23 Snowboards.				LINDSAY M. ROGERS 28.
BEYOND WORDS 1036828   TMA568817   2002Oc15 Writing instruments, namely, pens, pencils, markers, including ref>				PARKER PEN PRODUCTS 16.
COMMUNICATION BEYOND WORDS 1210073   TMA736644   2009Mr23 Computer software allowing for spontaneous real time audio/video c>				PALTALK HOLDINGS, INC. 09,38,41.
SOCIAL WORKERS BEYOND BORDERS 1295322   TMA737746   2009Ai08 Operation of an organization providing International humanitarian >				STEPHANIE ASARE CARRYI 06,09.
VENTURE BEYOND CAPITAL 1321884   TMA715085   2008Ma23 Private equity investing focused on early stage, high growth techn>				H.I.G. VENTURES, LLC 36.
BEYOND 1364350   TMA771087   2010Ji02 Medical chairs; medical equipment and medical devices namely, medi>				COCO SPRING INTERNATIC 09,10,44.
BEYOND MODULARITY 1471691   TMA   Allowed Mobile computing and wireless data collection services using propr>				PSION TEKLOGIX INC. 38,42.
BEYOND COLOR LIP RECOVERY CREAM 1228957   TMA652477   2005No08 Lip batm.				AVON PRODUCTS, INC. 03.
XPAND -BEYOND CINEMA ; 1295488   TMA786627   2011Ja07 Data processing equipment, namely, microprocessor-based hardware a>				X6D LIMITED 09,20,41.
BEYOND; 1414018   TMA   Aband-36 In-flight magazines.				KOREAN AIRLINES CO., L 16.
BEYOND THE BOX LAW ; 1480506   TMA   Aband-36 Legal publications, namely, newsletters, updates, articles, period>				CHRISTIAN WEISENBURGER 16,45.
BEYOND POSTMARKS 1519204   TMA   Advertisd Greeting cards; kits for making greeting cards comprised primarily>				K & COMPANY LLC 16.
BEYOND YOGA STUDIO 1520993   TMA   Searched Yoga studio business name: classes, teacher training, yoga retreat>				YOGA WEST INC., NING H 25,35,41,44.
BEYOND ; 1537007   TMA   Formalizd Tobacco, raw or manufactured; tobacco products, namely cigars, clg>				PHILIP MORRIS BRANDS S 34.

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REEL: 004901 FRAME: 0352

TERMS AND CONDITIONS

Definitions:

'Customer' refers to a person, firm or other entity who receives a NUANS Report directly or indirectly from HP pursuant to a written agreement with HP, or who relies on such Report without the benefit of any written agreement with HP.

"HP" shall at all times refer to Hewlett-Packard (Canada) Co.

(a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.

(b) HP's liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par « client » une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme « HP » fait toujours référence à Hewlett-Packard (Canada) Cie

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, Indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

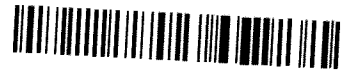
(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaires. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

Abbreviation/Abréviation	English Term	Terme français
	Company Name	Nom de l'entreprise
Jur.	Jurisdiction Code	Code de juridiction
No.	Company Number	Numéro de l'entreprise
Date	Incorporation Date	Date d'incorporation
	City	Ville
EP	Extra-Provincial Code	Code extra-provincial
Type	Company Type	Type de l'entreprise
Status/Statut	Legal Status	Statut légal
Stat Date/Date eff	Status Date	Date effective
Bus./Act.	Line of Business	Secteur d'activité

Abbreviation/Abréviation	English Term	Terme français
	Trade-mark	Marque de commerce
App.No./No.app.	Application Number	Numéro d'application
Reg.No./No.enr.	Registration Number	Numéro d'enregistrement
Reg.Date/Date.enr	Registration Date	Date d'enregistrement
	Status	Statut
	Owner name	Propriétaire
Classes	Nice Class Codes	Codes des classes Nice
Goods/Products	Goods and Services	Produits et services

Latest NUANS update dates / Dernière mise à jour de NUANS

AB Bus. 2011No28 AB Corp. 2011No28 CD 2011No30 OSFI 2011Oc21  
TM Update/Mise à jour des MC 2011No28 App. No./No. App. 1553500 Filed/Déposée 2011No23



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## AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the 6<sup>th</sup> day of December, 2011, by and between P2 Newco3 ULC (“**Acquisitionco**”), an unlimited liability corporation incorporated under the *Business Corporations Act* (Alberta), and Beyond Compliance Inc. (“**BCI**”), a corporation continued under the *Business Corporations Act* (Alberta).

### RECITALS:

- A. Acquisitionco and BCI are each governed by the Act;
- B. Acquisitionco and BCI, acting under the authority contained in the Act, have agreed to amalgamate upon the terms and conditions hereinafter set forth; and
- C. it is desirable that the said amalgamation be effected;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties agree as follows:

### Section 1 - Definitions

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to them in the Acquisition Agreement made as of November 29, 2011, by and among Acquisitionco, BCI and certain principal shareholders of BCI (the “**Acquisition Agreement**”).

1.1 In addition, for the purpose of this Agreement:

“**Amalgamating Corporations**” means Acquisitionco and BCI.

“**Amalgamation Agreement**” or “**Agreement**” means this amalgamation agreement.

“**Act**” means the *Business Corporations Act* (Alberta) as in effect as of the date hereof and as may be amended from time to time prior to the Effective Time.

“**Amalco**” means the corporation resulting from the amalgamation of the Amalgamating Corporations.

“**CBCA**” means the *Canada Business Corporations Act* as in effect as of the date hereof and as may be amended from time to time prior to the Effective Time.

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Registrar of Corporations under the Act giving effect to the amalgamation of the Amalgamating Corporations pursuant to this Agreement.

“**Circular**” means, collectively, the notice of the shareholders’ meeting, the accompanying management proxy circular, including all appendices thereto, form of proxy and Letter of Transmittal sent to the Shareholders in connection with the Shareholders’ Meeting, as may be amended from time to time.

“**Common Shares**” means the common shares of Amalco having attached thereto the rights, privileges, restrictions and conditions set forth in Schedule A to this Agreement.

“**Depository**” means Olympia Trust Company or such other Person as may be appointed in such capacity.

“**Dissenting Shareholder**” means a registered Shareholder who, in connection with the special resolution of the Shareholders approving and adopting the Amalgamation and this Agreement, has, prior to the Effective Time, sent to BCI a written objection and a demand for payment within the time limits and in the manner prescribed by the CBCA, with respect to such Shareholder’s shares of BCI.

“**Effective Date**” means the date shown on the Certificate of Amalgamation.

“**Effective Time**” means the earliest moment on the Effective Date.

“**Letter of Transmittal**” means the letter of transmittal for use by the Shareholders, in the form accompanying the Circular.

“**Paid-Up Capital**” has the meaning given to it in the Tax Act.

“**Redeemable Preferred Shares**” means the redeemable preferred shares of Amalco having attached thereto the rights, privileges, restrictions and conditions set forth in Schedule A to this Agreement.

“**Redemption Price**”, in respect of each Redeemable Preferred Share, means an amount of US\$1.00 per Redeemable Preferred Share, subject to adjustment in accordance with Schedule A.

“**Shareholder**” means a holder of common or preferred shares of BCI.

“**Shareholders’ Meeting**” means the special meeting of the Shareholders to be held on November 30, 2011, including any adjournment thereof, to consider the amalgamation contemplated hereby.

“**Stated Capital**” has the meaning given to it in the Act.

“**Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time; provided that any reference herein to a provision of the Tax Act shall be deemed to include the corresponding provision, if any, of any applicable provincial income tax legislation, *mutatis mutandis*.

**Section 2 - Amalgamation**

Upon the terms and subject to the conditions set forth herein, the Amalgamating Corporations hereby agree to amalgamate on the Effective Date pursuant to Sections 182 and 183 and related provisions of the Act, and to continue as one corporation upon the terms and conditions herein set out.

**Section 3 - Name**

The name of Amalco shall be "Beyond Compliance ULC".

**Section 4 - Registered Office**

The registered office of Amalco shall be located in the Province of Alberta.

**Section 5 - Business and Powers**

There shall be no restrictions on the business that Amalco may carry on or on the powers that Amalco may exercise.

**Section 6 - Authorized Share Capital**

The authorized share capital of Amalco shall consist of an unlimited number of Common Shares and an unlimited number of Redeemable Preferred Shares.

**Section 7 - Restrictions on Transfer of Securities**

The transfer of securities, other than non-convertible debt securities, in the capital of Amalco shall be restricted, in that no such security shall be transferred without the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all such directors.

**Section 8 - Number of Directors and First Directors**

The minimum and maximum number of directors of Amalco shall be a minimum of one (1) and a maximum of three (3), until changed in accordance with the Act. The directors may, between annual meetings, appoint one or more additional directors to serve until the next annual meeting, provided that the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders of Amalco. The first directors of Amalco shall be the individuals set out below, and they shall hold office until the first annual meeting of the shareholders of Amalco or until their successors are elected or appointed:

<u>Name</u>	<u>Address for Service</u>	<u>Resident Canadian</u>
Bruce MacDonald	Suite 2100, 639 5 <sup>th</sup> Avenue SW Calgary, AB T2P 0M9	Yes
Bret Bolin	1670 Broadway, Suite 2900 Denver, CO 80202	No
Andrew Hicks	1670 Broadway, Suite 2900 Denver, CO 80202	No

### **Section 9 - By-laws**

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Acquisitionco in effect at the Effective Date. A copy of such by-laws may be examined at the offices of Davis LLP, located at Livingston Place, 1000 - 250 2nd St SW, Calgary, AB, Canada T2P 0C1.

### **Section 10 - Borrowing Powers**

The directors of Amalco may, without authorization of the shareholders of Amalco:

- (a) borrow money upon the credit of Amalco;
- (b) issue, reissue, sell, pledge or hypothecate debt obligations of Amalco;
- (c) give a guarantee on behalf of Amalco to secure performance of an obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco, owned or subsequently acquired, to secure any obligation of Amalco.

The directors may by resolution delegate any or all of the powers referred to in this clause to a director, a committee of directors or an officer of Amalco.

### **Section 11 - Issuance of Amalco Shares upon Amalgamation**

At the Effective Time, the issued and outstanding shares in the capital of the Amalgamating Corporations shall be converted or cancelled as follows:

- (a) As to the common and preferred shares of BCI:
  - (i) The common and preferred shares of BCI that are issued and outstanding immediately prior to the Effective Time shall be automatically converted into Redeemable Preferred Shares, on the basis of: (A) 1.07 Class "A" Preferred Shares for each Series B Preferred Share of BCI, (B) 0.5 Class "B" Preferred Shares for each Series A Preferred Share of BCI and (C)

0.0022 Class "C" Preferred Shares for each common share of BCI; and each such common or preferred share, as the case may be, of BCI shall be cancelled as at the Effective Time.

- (ii) Fractions of Redeemable Preferred Shares will be issued upon conversion of common and preferred shares of BCI pursuant to the amalgamation contemplated hereby.
- (b) As to the common shares of Acquisitionco:
  - (i) The common shares of Acquisitionco that are issued and outstanding immediately prior to the Effective Time will be automatically converted into Common Shares, on the basis of one (1) Common Share for each common share of Acquisitionco, and each such common share of Acquisitionco shall be cancelled as at the Effective Time.

### **Section 12 - Stated Capital Accounts and Paid-Up Capital**

The aggregate Stated Capital of the shares of Amalco shall be the aggregate of the Paid-Up Capital of BCI and Acquisitionco, and shall be allocated to the Stated Capital account for the Common Shares and Redeemable Preferred Shares as follows:

- (a) for the Redeemable Preferred Shares, an amount equal to the number of Redeemable Preferred Shares issued on the Amalgamation multiplied by the Redemption Price; and
- (b) for the Common Shares, the balance of such aggregate Paid-Up Capital.

### **Section 13 - Deposit of Funds**

Immediately prior to the Effective Time and the issuance of the Certificate of Amalgamation, Acquisitionco shall have deposited with the Depository an amount equal to the Redemption Price multiplied by the number of Redeemable Preferred Shares that would be issued if none of the Shareholders were Dissenting Shareholders (less amounts required to be withheld as a result of the Employee Holdback Payment and the Revenue Holdback Payment), such amount to be utilized by the Depository to satisfy the initial payments of the Redemption Price arising upon the redemption of Redeemable Preferred Shares.

### **Section 14 - Redemption of Redeemable Preferred Shares**

Immediately following the Effective Time, Amalco shall redeem all, and not less than all, of its outstanding Redeemable Preferred Shares, without any further notice or formality, at the Redemption Price, such amount to be paid by the Depository in accordance with the rights, privileges, restrictions and conditions attaching to the Redeemable Preferred Shares, after the Depository has received a duly executed and completed Letter of Transmittal from each former Shareholder, together with the applicable certificate(s) formerly representing shares of BCI, and such other documents as the Depository and Amalco may require.

### **Section 15 - Lost Certificates**

In the event that any certificate which, immediately prior to the Effective Time, represented outstanding shares of BCI converted into Redeemable Preferred Shares pursuant to Section 11(a)(i) of this Agreement, shall have been lost, stolen or destroyed, then, upon the former holder of same delivering to the Depositary an affidavit of that fact, and indemnifying Amalco and the Depositary in a manner satisfactory to Amalco and the Depositary against any claim that may be made against Amalco or the Depositary with respect to the certificate alleged to have been lost, stolen, or destroyed, the Depositary shall pay to such former Shareholder, in accordance with the rights, privileges, restrictions and conditions attaching to the Redeemable Preferred Shares, the Redemption Price in respect of each Redeemable Preferred Share into which the shares of BCI previously represented by such lost, stolen or destroyed certificate were converted pursuant to Section 11(a)(i) of this Agreement.

### **Section 16 - Dissent Rights**

- 16.1 A Dissenting Shareholder who duly exercises his, her or its rights of dissent under Section 190 of the CBCA and who is ultimately determined to be entitled to be paid fair value for his, her or its shares of BCI, shall be deemed to have transferred such shares to BCI, immediately prior to the Effective Time, without any further act or formality and free and clear of all liens, claims and encumbrances, in consideration for a payment of cash from BCI (or any successor corporation of BCI) equal to such fair value.
- 16.2 A Dissenting Shareholder who duly exercises his, her or its rights of dissent under Section 190 of the CBCA and who is ultimately determined not to be entitled, for any reason, to be paid fair value for his, her or its shares of BCI, or who fails to comply with Section 190 of the CBCA, withdraws the notice given under subsection (7) of Section 190 of the CBCA, or otherwise forfeits such dissent rights or the right to exercise same, or whose rights as a Shareholder are otherwise reinstated, and the Amalgamation is completed, shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting Shareholder; provided that, in no case shall Acquisitionco, Amalco, or any other Person be required to recognize any Dissenting Shareholder as a Shareholder or a shareholder of Amalco after the Effective Time, and the name of each Dissenting Shareholder shall be deleted from the register of Shareholders immediately prior to the Effective Time.

### **Section 17 - Effect of Amalgamation**

On the Effective Time:

- (a) the amalgamation of the Amalgamating Corporations and their continuance as one corporation become effective;
- (b) the property of each Amalgamating Corporation continues to be the property of Amalco;



- (c) Amalco continues to be liable for the obligations of each Amalgamating Corporation;
- (d) an existing cause of action, claim or liability to prosecution is unaffected;
- (e) a civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against Amalco;
- (f) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco; and
- (g) the articles of amalgamation of Amalco are deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco.

#### **Section 18 - Termination**

Without prejudice to any other rights or recourse of the parties hereto, and notwithstanding any other provision hereof or the approval of this Agreement by the Shareholders of any or all of the Amalgamating Corporations, upon the termination of the Acquisition Agreement, at any time prior to the endorsement of the Certificate of Amalgamation, this Agreement shall immediately and automatically terminate and be of no further force or effect, without further notice or delay.

#### **Section 19 - Filing of Articles of Amalgamation**

Provided that this Agreement has not otherwise been terminated, Articles of Amalgamation will be filed on the Effective Date contemplated in the Acquisition Agreement promptly after the conditions specified in the Acquisition Agreement have been satisfied or waived, together with any and all documents required by the Act and the regulations thereunder.

#### **Section 20 - Modifications of this Agreement**

Subject to any requirements imposed by law or by a court of competent jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms or conditions hereof may be waived, but only by written instrument executed by BCI and Acquisitionco. No waiver of any nature, in any one or more instances, shall be deemed or construed as a further continued waiver of any condition or breach of any other term in this Agreement.

#### **Section 21 - Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties hereby agree to submit to the jurisdiction of the courts of the Province of Alberta.

**Section 22 - Entire Agreement**

This Agreement and the Acquisition Agreement constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement and the Acquisition Agreement.

**Section 23 - Counterparts.**

This Agreement may be executed and delivered (including by facsimile transmission) in counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement.

**P2 NEWCO3 ULC**

By: 

Name: Paul R. Ellis

Title: CEO

**BEYOND COMPLIANCE INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 22 - Entire Agreement**

This Agreement and the Acquisition Agreement constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement and the Acquisition Agreement.

**Section 23 - Counterparts**

This Agreement may be executed and delivered (including by facsimile transmission) in counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement.

**P2 NEWCO3 LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BEYOND COMPLIANCE INC.**

By: 

Name: **Michael A. Koury**

Title: **President & CEO**

DATE: 12/5/2011

**SCHEDULE A**  
**RIGHTS AND RESTRICTIONS ATTACHING TO AMALCO SHARES**

See attached.

## RIGHTS AND RESTRICTIONS ATTACHING TO AMALCO SHARES

The following are the rights, privileges, restrictions and conditions attaching to the common shares and to the redeemable preferred shares of Beyond Compliance ULC (“**Amalco**”). Terms with initial capital letters not otherwise defined in these share provisions shall have the respective meanings attributed to them in the acquisition agreement dated [●], 2011 (the “**Acquisition Agreement**”) among P2 Newco3 ULC, Beyond Compliance Inc. (“**BCI**”) and certain shareholders of BCI.

### I. Common Shares

Amalco is authorized to issue an unlimited number of common shares without nominal or par value which may be issued and allotted by the directors of Amalco (the “**Directors**”) from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

#### 1. Voting Rights

The holders of the common shares shall be entitled to receive notice, of and to attend any meetings of the shareholders of Amalco and, at any meeting of the shareholders of Amalco, shall be entitled to one vote in respect of each common share held.

#### 2. Dividends

The holders of the common shares shall, in the absolute discretion of the Directors, be entitled to receive such dividends as may be declared by Amalco, from time to time, in respect of the common shares.

#### 3. Liquidation, Dissolution or Winding Up

In the event of the liquidation, dissolution or winding-up of Amalco or other distribution of assets of Amalco among its shareholders for the purpose of winding-up its affairs (whether voluntary or involuntary), the holders of the common shares shall, subject to the rights of the holders of any other class of shares of Amalco entitled to receive the property or assets of Amalco upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of Amalco.

### II. Redeemable Preferred Shares

#### 1. Classes of Redeemable Preferred Shares

Amalco is authorized to issue redeemable preferred shares divided into the classes set forth below:

- (1) an unlimited number of Class “A” preferred shares (“**Class “A” Preferred Shares**”) without nominal or par value which may be issued and allotted by the Directors from

time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors;

- (2) an unlimited number of Class "B" preferred shares ("**Class "B" Preferred Shares**") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors; and
- (3) an unlimited number of Class "C" preferred shares ("**Class "C" Preferred Shares**") without nominal or par value which may be issued and allotted by the Directors from time to time, in one or more series in any given year, and for such consideration as may be fixed from time to time by the Directors.

The Class "A" Preferred Shares, the Class "B" Preferred Shares and the Class "C" Preferred Shares are collectively referred to in these share provisions as the "**Redeemable Preferred Shares**". The Redeemable Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

## 2. Voting Rights

The holders of the Redeemable Preferred Shares shall not have any voting rights for the election of Directors or for any other purpose and shall not be entitled to receive notice of, or to attend any meetings of the shareholders of Amalco (excluding meetings of the holders of Redeemable Preferred Shares or of the holders of the same class of Redeemable Preferred Shares as the holder).

## 3. Dividends

The holders of the Redeemable Preferred Shares shall not be entitled to receive dividends.

## 4. Redemption

### 4.1 Deemed Redemption

Subject to Section 4.7, immediately after the earliest time (the "**Redemption Time**") on [●], 2011 (the "**Effective Date**"), Amalco shall be deemed to have redeemed and cancelled, as of the Redemption Time, each Redeemable Preferred Share then issued and outstanding, for an amount equal to US\$1.00 per Redeemable Preferred Share (the "**Redemption Price**"), subject to, in the case of the Class "B" Preferred Shares and Class "C" Preferred Shares, adjustment in accordance with Sections 4.2 and 4.3, respectively. Save as otherwise provided herein, no notice or other act or formality on the part of Amalco shall be required to redeem the Redeemable Preferred Shares.

### 4.2 Adjustments to Class "B" Preferred Share Redemption Price

The Redemption Price of each Class "B" Preferred Share shall be subject to reduction by an amount equal to:

$$((A + B + C + D) - E) / 1,250,000$$

wherein:

A = the amount by which the Employee Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in an amount (a "NWC Adjustment Amount") being payable to Acquisitionco;

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and

E = the Class "C" Preferred Share Aggregate Reduction (as defined in Section 4.3 below).

#### 4.3 Adjustments to Class "C" Preferred Share Redemption Price

The Redemption Price of each Class "C" Preferred Share shall be subject to adjustment as follows:

- (1) in the event the amount of the Company Transaction Expenses is less than US\$125,000, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the difference between the amount of the Company Transaction Expenses and US\$125,000, divided by 37,082;
- (2) in the event of a Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to the Representative, on behalf of the Shareholders, the Redemption Price per Class "C" Preferred Share shall be increased by an amount equal to the NWC Adjustment Amount divided by 37,082;
- (3) the Redemption Price per Class "C" Preferred Share shall be subject to reduction by an amount equal to:

$$(A + B + C + D) / 37,082$$

wherein:

A = the amount by which the Employee Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

B = the amount by which the Revenue Holdback Payment is required to be reduced pursuant to the Acquisition Agreement;

C = the amount of any Final Net Working Capital Adjustment that results in a NWC Adjustment Amount being payable to Acquisitionco; and

D = the amount by which the Company Transaction Expenses exceed US\$125,000; and the aggregate of any such reduction of the Redemption Price for the Class "C" Preferred Shares shall be referred to in these share provisions as the "**Class "C" Preferred Share Aggregate Reduction**".

- (4) Notwithstanding the above, in no event shall the Redemption Price per Class "C" Preferred Share be reduced to an amount less than US\$0.001 per share.

#### 4.4 Deposit of Redemption Price

Prior to the Effective Date, Acquisitionco (or an Affiliate of Acquisitionco) shall deliver or cause to be delivered to Olympia Trust Company (the "**Depository**"), at its principal office in Calgary, Alberta, an amount equal to the aggregate Redemption Price of the Redeemable Preferred Shares to be redeemed by Amalco pursuant to Section 4.1, less amounts required to be withheld as a result of the Employee Holdback Payment and the Revenue Holdback Payment. Delivery of such amount in such a manner shall be a full and complete discharge of Amalco's obligations to pay the Redemption Price to the holders of the Redeemable Preferred Shares, subject to the obligations of Amalco (including any successor corporation of Amalco) with respect to payment of the Employee Holdback Payment and the Revenue Holdback Payment, as applicable.

#### 4.5 Payment of Redemption Price

- (1) Payment of Redemption Price to Holders of Class "A" Preferred Shares

The Depository shall, within ten (10) Business Days of receipt by the Depository, at its principal office in Calgary, Alberta, of (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series B Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require, pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "A" Preferred Shares, by way of wire transfer in an amount equal to the product of the Redemption Price and the number of Class "A" Preferred Shares represented by the certificate(s) so surrendered to the Depository, on the basis of 1.07 Class "A" Preferred Shares being issued for each Series B Preferred Share of BCI.

- (2) Payment of Redemption Price to Holders of Class "B" Preferred Shares

The Depository shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "B" Preferred Shares, by way of wire transfer, provided that the Depository has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented Series A Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require:

- (i) within ten (10) Business Days of receipt by the Depository of the documents described above in Section 4.5(2), an amount equal to:

$$[(A - B) / 1,250,000] \times C$$



wherein:

A = the net amount payable pursuant to Section 2.5(a) of the Acquisition Agreement;

B = the aggregate Redemption Price for the Class "A" Preferred Shares; and

C = the number of Class "B" Preferred Shares represented by the certificate(s) so surrendered to the Depository, on the basis of 0.5 Class "B" Preferred Shares being issued for each Series A Preferred Share of BCI;

- (ii) if applicable, within three (3) Business Days after the amount of the Closing Net Working Capital becomes binding and conclusive pursuant to the Acquisition Agreement, an amount equal to the pro rata portion of any NWC Adjustment Amount payable to the Representative, on behalf of the Shareholders, to which each holder of Class "B" Preferred Shares is entitled;
  - (iii) with in ten (10) Business Days of the first anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Employee Holdback Payment to which each holder of Class "B" Preferred Shares is entitled; and
  - (iv) within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to the lesser of: (a) the balance of the Redemption Price per Class "B" Preferred Share and (b) the pro rata portion of the Revenue Holdback Payment to which each holder of Class "B" Preferred Shares is entitled.
- (3) Payment of Redemption Price to Holders of Class "C" Preferred Shares

The Depository shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class "C" Preferred Shares, by way of cheque or wire transfer, provided that the Depository has received, at its principal office in Calgary, Alberta, (i) a duly completed and executed Letter of Transmittal, (ii) the certificate(s) which formerly represented common shares, Series A Preferred Shares or Series B Preferred Shares of BCI, and (iii) such other documents as the Depository may, in its discretion, require; within ten (10) Business Days of the 18 month anniversary of the Effective Date, an amount equal to such holder's pro rata portion of the aggregate Redemption Price of the Class "C" Preferred Shares.

#### 4.6 Rights

From and after the Redemption Time, the holders of the Redeemable Preferred Shares shall not be entitled to exercise any of the rights of Amalco shareholders in respect thereof, except to receive the Redemption Price as provided herein, provided that if payment of the Redemption Price for any Redeemable Preferred Share is not duly made by or on behalf of Amalco (including any successor corporation of Amalco) in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances shall interest on the Redemption Price be paid by Amalco (including any successor corporation of Amalco) or the Depository, whether as a result of any delay in paying the Redemption Price or otherwise.

#### 4.7 Restriction on Redemption Rights

Nothing herein shall be deemed to permit or oblige Amalco (including any successor corporation of Amalco) to redeem or repurchase the Redeemable Preferred Shares if the redemption or repurchase would contravene any applicable statute, regulation or rule of law or equity.

#### 4.8 Certificate and Settlement Procedures

- (1) No certificates will be issued in respect of Redeemable Preferred Shares on or after the date hereof and, in the interim, certificates representing Series A Preferred Shares, Series B Preferred Shares or common shares of BCI shall be deemed to entitle each holder thereof to: (i) 1.07 Class "A" Preferred Shares for each Series B Preferred Share of BCI, 0.5 Class "B" Preferred Shares for each Series A Preferred Share of BCI and 0.0022 Class "C" Preferred Shares for each common share of BCI, and (ii) receive payment of the Redemption Price payable in respect of such Redeemable Preferred Shares such holder was entitled to receive pursuant to the Amalgamation and in accordance with these Redeemable Preferred Share provisions.
- (2) Any certificate, which immediately prior to the Effective Date represented outstanding common shares or Preferred Shares of BCI (other than such common shares held by Dissenting Shareholders), that is not deposited with all other instruments required by Section 4.5 hereof, on or prior to the second anniversary of the Effective Date (the "**Surrender Date**") shall cease to represent a claim or interest of any kind or nature whatsoever as a shareholder or creditor of Amalco (including any successor corporation of Amalco). On such date, the former holder of the certificate referred to in the preceding sentence shall be deemed to have surrendered to Amalco (including any successor corporation of Amalco), for no consideration, an amount equal to the Redemption Price multiplied by the number of Redeemable Preferred Shares formerly represented by such certificate (the "**Surrendered Amount**"). Amalco (including any successor corporation of Amalco) shall not be liable to any Person in respect of the payment of the Surrendered Amount, or any portion thereof, to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the Surrender Date, the Depository shall pay to Amalco (including any successor corporation of Amalco) any portion of the aggregate Redemption Price which relates to Redeemable Preferred Shares in respect of which the holder thereof has not submitted the documents required by Section 4.5 of these Redeemable Preferred Share provisions. Any interest earned on the aggregate Redemption Price shall be paid by the Depository to Amalco (or any successor corporation or Affiliate of Amalco).

