

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447849

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infrastructure Guardian Inc.		12/23/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	New Signature Canada, Inc.
Street Address:	205 Richmond Street West
Internal Address:	Suite 401
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V1V3
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85584335	INFRASTRUCTURE GUARDIAN

CORRESPONDENCE DATA

Fax Number: 2027994000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027994000

Email: gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	10/19/2017

Total Attachments: 18

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Ministry of
 Government Services

Ministère des
 Services gouvernementaux

Ontario

CERTIFICATE

This is to certify that these
 articles are effective on

CERTIFICAT

Ceci certifie que les présents
 statuts entrent en vigueur le

Ontario Corporation Number
 Numéro de la société en Ontario

1968202

JANUARY 01 JANVIER, 2017

(17)

Director / Directeur
 Business Corporations Act / Loi sur les sociétés par actions

Form 4
 Business
 Corporations
 Act

Formule 4
 Loi sur les
 sociétés par
 actions

**ARTICLES OF AMALGAMATION
 STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

N	E	W	S	I	G	N	A	T	U	R	E	C	A	N	A	D	A	,	I	N	C	.		

2. The address of the registered office is:
 Adresse du siège social :
 205 Richmond Street West, Suite 401

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
 Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto

ONTARIO

M	5	V	1	V	3
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Name of Municipality or Post Office /
 Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: Fixed number OR minimum and maximum 1 10
 Nombre d'administrateurs : Nombre fixe OU minimum et maximum 1 10

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Neil Hobbs	1451 Jackson Ridge Road Greensboro, GA, USA 30642	No
Randy Taylor	375 Water Street, Suite 680 Vancouver, BC V6B 5C6	Yes
Jeffrey Tench	7996 Oxford Road Niwot, CO, USA 80503	No

5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
INFRASTRUCTURE GUARDIAN INC.	2312647	2016	12	23
IMASON INC.	1355681	2016	12	23
1848878 ONTARIO INC.	1848878	2016	12	23
CMS CONSULTING INC.	1211478	2016	12	23

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of Class A common shares;
An unlimited number of Class B common shares; and
An unlimited number of Class C common shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

CLASS A COMMON SHARE CONDITIONS:

1. Each holder of Class A Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings of the holders of another class or series of shares, and at all such meetings, shall be entitled to one vote in respect of each Class A Common Share held by such holder
2. The holders of Class A Common Shares shall be entitled to receive dividends if and when declared by the directors, whether or not the directors have declared dividends on the Class B Common Shares or the Class C Common Shares.
3. In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Class A Common Shares, the Class B Common Shares and the Class C Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Class A Common Shares, the Class B Common Shares and the Class C Common Shares and subject to the rights of the holders of the Class A Common Shares to receive an amount equal to five dollars (\$5.00) in the aggregate before any distribution is made to the Class B Common Shares or the Class C Common Shares, to receive the remaining property or assets of the Corporation rateably, in equal amounts per share, without preference or distinction.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il ya lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

CLASS B COMMON SHARE CONDITIONS:

1. Each holder of Class B Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings of the holders of another class or series of shares, and at all such meetings, shall be entitled to one vote in respect of each Class B Common Share held by such holder.
2. The holders of Class B Common Shares shall be entitled to receive dividends if and when declared by the directors, whether or not the directors have declared dividends on the Class A Common Shares or the Class C Common Shares.
3. In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Class B Common Shares, the Class A Common Shares and the Class C Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Class B Common Shares, the Class A Common Shares and the Class C Common Shares and subject to the rights of the holders of the Class A Common Shares to receive an amount equal to five dollars (\$5.00) in the aggregate before any distribution is made to the Class B Common Shares or the Class C Common Shares, to receive the remaining property or assets of the Corporation rateably, in equal amounts per share, without preference or distinction.

CLASS C COMMON SHARE CONDITIONS:

1. The holders of the Class C Common Shares shall not, as such, be entitled to receive notice of or to attend at any meetings of the Shareholders of the Corporation nor shall they have any voting rights for the election of directors or for any other purpose.
2. The holders of Class C Common Shares shall be entitled to receive dividends if and when declared by the directors, whether or not the directors have declared on the Class A Common Shares or the Class B Common Shares.
3. In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Class C Common Shares, the Class A Common Shares and the Class B Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Class C Common Shares, the Class A Common Shares and the Class B Common and subject to the rights of the holders of the Class A Common Shares to receive an amount equal to five dollars (\$5.00) in the aggregate before any distribution is made to the Class B Common Shares or the Class C Common Shares, to receive the remaining property or assets of the Corporation rateably, in equal amounts per share, without preference or distinction.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No share shall be transferred without either:

(a) the consent of the directors expressed by resolution or by an instrument or instruments signed by a majority of the directors, which consent may be given either prior or subsequent to the time of transfer of such shares; or

(b) the consent of the holders of more than 50% of the outstanding voting shares of the Corporation expressed by resolution or by an instrument or instruments signed by such holder, which consent may be given either prior or subsequent to the time of transfer of such shares.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

It shall be a condition of the articles:

(a) that the board of directors may from time to time in such amounts and on such terms as it deems expedient charge, mortgage, hypothecate, pledge or grant a security interest in all or any of the currently owned or subsequently acquired real or personal, moveable or immovable property of the Corporation including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Corporation. The board of directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the board all or any of the powers conferred on the board above, to such extent and in such manner as the board shall determine at the time of each such delegation; and

(b) that the Corporation shall be entitled to a lien on a share registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to the Corporation.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

INFRASTRUCTURE GUARDIAN INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Jeffrey Tench

Print name of signatory /
Nom du signataire en lettres moulées

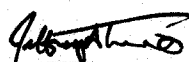
Director

Description of Office / Fonction

IMASON INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Jeffrey Tench

Print name of signatory /
Nom du signataire en lettres moulées

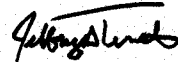
Director

Description of Office / Fonction

1848878 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Jeffrey Tench

Print name of signatory /
Nom du signataire en lettres moulées

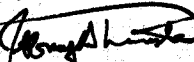
Director

Description of Office / Fonction

CMS CONSULTING INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Jeffrey Tench

Print name of signatory /
Nom du signataire en lettres moulées

Director

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

SCHEDULE "A"

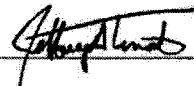
STATEMENT OF DIRECTOR OR OFFICER

**IN THE MATTER OF THE AMALGAMATION OF CMS CONSULTING INC. (THE
"CORPORATION"), INFRASTRUCTURE GUARDIAN INC., IMASON INC. AND
1848878 ONTARIO INC.**

I, **Jeffrey Tench**, of the Town of Niwot in the /State of Colorado, pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"), state as follows:

- that I am a director and officer of the Corporation and, as such, I have knowledge of its affairs;
- that I have conducted an examination of the books and records of the Corporation such as is necessary to enable me to make these statements;
- that there are reasonable grounds for believing that the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
- that there are reasonable grounds for believing that the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- that there are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation;

DATED as of **23rd** day of December, 2016.



Name: Jeffrey Tench

CAN: 23387304.2

SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

**IN THE MATTER OF THE AMALGAMATION OF INFRASTRUCTURE GUARDIAN
INC. (THE "CORPORATION"), CMS CONSULTING INC., IMASON INC. AND
1848878 ONTARIO INC.**

I, **Jeffrey Tench**, of the Town of Niwot in the State of Colorado, pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"), state as follows:

- that I am a director and officer of the Corporation and, as such, I have knowledge of its affairs;
- that I have conducted an examination of the books and records of the Corporation such as is necessary to enable me to make these statements;
- that there are reasonable grounds for believing that the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
- that there are reasonable grounds for believing that the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- that there are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation;

DATED as of **23rd** day of December, 2016.



Name: **Jeffrey Tench**

SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

**IN THE MATTER OF THE AMALGAMATION OF IMASON INC. (THE
"CORPORATION"), CMS CONSULTING INC., INFRASTRUCTURE GUARDIAN
INC., AND 1848878 ONTARIO INC.**

I, **Jeffrey Tench**, of the Town of Niwot in the State of Colorado, pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"), state as follows:

- that I am a director and officer of the Corporation and, as such, I have knowledge of its affairs;
- that I have conducted an examination of the books and records of the Corporation such as is necessary to enable me to make these statements;
- that there are reasonable grounds for believing that the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
- that there are reasonable grounds for believing that the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- that there are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation;

DATED as of **23rd** day of December, 2016.



Name: **Jeffrey Tench**

SCHEDULE "A"

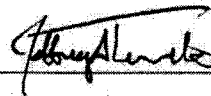
STATEMENT OF DIRECTOR OR OFFICER

**IN THE MATTER OF THE AMALGAMATION OF 1848878 ONTARIO INC. (THE
"CORPORATION"), CMS CONSULTING INC., INFRASTRUCTURE GUARDIAN
INC., AND IMASON INC.**

I, **Jeffrey Tench**, of the Town of Niwot in the State of Colorado, pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"), state as follows:

- that I am a director and officer of the Corporation and, as such, I have knowledge of its affairs;
- that I have conducted an examination of the books and records of the Corporation such as is necessary to enable me to make these statements;
- that there are reasonable grounds for believing that the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
- that there are reasonable grounds for believing that the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- that there are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation;

DATED as of **23rd** day of December, 2016.



Name: Jeffrey Tench

AMALGAMATION AGREEMENT

This agreement is dated December 23, 2016

AMONG:

CMS CONSULTING INC.
a corporation incorporated under
the laws of the Province of Ontario
("CMS")

AND

INFRASTRUCTURE GUARDIAN INC.,
a corporation incorporated under
the laws of the Province of Ontario
("Guardian")

AND

IMASON INC.,
a corporation incorporated under
the laws of the Province of Ontario
("Imason")

AND

1848878 ONTARIO INC.,
a corporation incorporated under
the laws of the Province of Ontario
("1848878");

collectively, the "Amalgamating Corporations".

RECITALS:

- A. CMS was incorporated under the *Business Corporations Act* (Ontario) (the "Act") by articles of incorporation and certificate of incorporation dated December 2, 1996.
- B. Guardian was incorporated under the Act by articles of incorporation and certificate of incorporation dated January 10, 2012.
- C. Imason was incorporated under the Act by articles of incorporation and certificate of incorporation dated May 18, 1999.
- D. 1848878 was amalgamated under the Act by articles of amalgamation and certificate of amalgamation dated May 1, 2011.
- E. The Amalgamating Corporations wish to amalgamate pursuant to sections 174-176 and 178-179 of the Act.
- F. The shareholders of each of the Amalgamating Corporations have unanimously approved the amalgamation.

G. It is desirable and in the best interests of the Amalgamating Corporations and their respective shareholders that the Amalgamating Corporations amalgamate.

For good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. Definitions

In this agreement, the following definitions apply:

"Amalco" means the corporation continuing from the amalgamation of the Amalgamating Corporations; and

"Effective Time" means 12:00:01 a.m. Eastern Standard Time on the date shown on the certificate of amalgamation endorsed pursuant to subsection 178(4) of the Act.

2. Amalgamation

The Amalgamating Corporations shall amalgamate and continue as one corporation pursuant to sections 174-176 and 178-179 of the Act on the terms of this agreement. Each of the Amalgamating Corporations shall do, or cause to be done, all things necessary or advisable to complete the amalgamation in accordance with the Act and with the terms of this agreement.

3. Name of Amalco

The name of Amalco will be "New Signature Canada, Inc."

4. Registered Office

The registered office of Amalco will be at 205 Richmond Street West, Suite 401, Toronto, ON M5V 1V3, until changed in accordance with the Act.

5. Number of Directors

The board of directors of Amalco will consist of not less than 1 and not more than 10 directors, until changed in accordance with the Act.

6. First Directors

The first directors of Amalco will hold office from the Effective Time until the first meeting of the shareholders of Amalco or until their successors are elected or appointed in accordance with the Act. The first directors of Amalco will be as follows:

Name	Residential Address	Resident Canadian
Neil Hobbs	1451 Jackson Ridge Road Greensboro, GA, USA 30642	No
Randy Taylor	375 Water Street, Suite 680 Vancouver, BC V6B 5C6	Yes

Name	Residential Address	Resident Canadian
Jeffrey Tench	7996 Oxford Road Niwot, CO, USA 80503	No

7. No Restriction on Business

There will not be any restrictions on the business Amalco may carry on or on powers Amalco may exercise.

8. Authorized Share Capital

Amalco will be authorized to issue an unlimited number of Class A common shares, Class B common shares and Class C common shares.

9. Share Provisions/Restrictions

Amalco shares will have attached to them the rights, privileges, restrictions, conditions and provisions set out in Schedules A, B and C of this agreement. The shares of Amalco will be subject to the directors authority also set out in Schedule A of this agreement.

10. Share Transfer Restrictions

The transfer of Amalco shares will be subject to the provisions in Schedule B.

11. Conversion of Issued Shares

The basis upon which and the manner in which the holders of issued shares of each of the Amalgamating Corporations are to receive Amalco shares will be as follows:

- (a) The 70 Class A common shares, the 30 Class B common shares and the 11.1644 Class C common shares in the capital of CMS registered in the name of BSI Canada Holdings ULC, will be exchanged for 70 Class A common shares, 30 Class B common shares and 11.1644 Class C common shares fully paid and non-assessable common shares in the capital of the Amalco;
- (b) All of the issued shares in the capital of Guardian will be cancelled without repayment of capital in respect of them and without being exchanged for any shares in the capital of Amalco;
- (c) All of the issued shares in the capital of Imason including but not limited to all issued voting common and all issued non-voting special shares will be cancelled without repayment of capital in respect of them and without being exchanged for any shares in the capital of Amalco;
- (d) All of the issued shares in the capital of 1848878 including but not limited to all issued Class A Special shares, all issued Class B Special shares, all issued Class C Special shares and all issued common shares will be cancelled without repayment of capital in respect of them and without being exchanged for any shares in the capital of Amalco; and
- (e) The unissued shares in the Amalgamating Corporations will be cancelled.

12. Fractional Shares

Fractional Amalco shares will be issued and no cash will be paid in lieu of fractional Amalco shares. Any fraction resulting from the conversion of the shares of the Amalgamating Corporations to Amalco shares will be issued in such fraction amounts as may be necessary.

13. Stated Capital

At the Effective Time, the stated capital for Amalco shares will be equal to the stated capital attributed to the combined total of issued shares of the Amalgamating Corporations.

14. Share Certificates

The Amalgamating Corporations shall revoke for cancellation from their respective shareholders all certificates representing issued shares in the Amalgamating Corporations. At the Effective Time, Amalco shall provide Amalco shareholders with one or more certificates representing Amalco shares as determined in accordance with section 11 of this agreement.

15. By-Laws

The by-laws of Amalco will be, to the extent not inconsistent with this agreement, the by-laws of CMS as those by-laws exist immediately prior to the Effective Time, until repealed or amended in accordance with the Act.

16. Articles of Amalgamation

Following approval of the amalgamation by the shareholders of each of the Amalgamating Corporations pursuant to subsections 176(1) and (4) of the Act, the Amalgamating Corporations shall deliver articles of amalgamation in the prescribed form and statements of a director or officer in accordance with section 178 of the Act.

17. Contributions

At the Effective Time, each of the Amalgamating Corporations shall contribute to Amalco all of its property and assets, subject to each of the Amalgamating Corporations' liabilities.

18. Effect of Amalgamation

The Amalgamating Corporations acknowledge that, as a result of the amalgamation:

- (a) the Amalgamating Corporations are amalgamated and continue as one corporation under the terms of this agreement;
- (b) the Amalgamating Corporations will cease to exist as entities separate from Amalco;
- (c) Amalco will possess all the property, rights, privileges and franchises and will be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
- (d) a conviction against, or ruling, order or judgment in favour or against one of the Amalgamating Corporations may be enforced by or against Amalco;
- (e) the articles of amalgamation will be deemed to be the articles of incorporation of the Amalco and, except for the purposes of subsection 117(1) of the Act, the certificate of amalgamation is deemed to be the certificate of incorporation of Amalco; and

- (f) Amalco will be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil actions commenced by or against one of the Amalgamating Corporations before the amalgamation becomes effective.

19. Termination

This agreement may be terminated by mutual written consent of the directors of the Amalgamating Corporations at any time before the endorsement of a certificate of amalgamation for Amalco, despite approval of this agreement by the shareholders of one or more of the Amalgamating Corporations.

20. Representations and Warranties

Each of the Amalgamating Corporations represents and warrants that it has made full disclosure to the other Amalgamating Corporations of all its respective assets and liabilities.

21. Governing Law

This agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. The Amalgamating Corporations hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from those courts.

22. No Assignment

This agreement shall not be assigned by any of the Amalgamating Corporations.

23. Schedules

The following schedules are attached to and form part of this agreement:

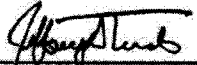

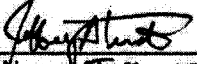
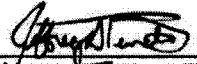
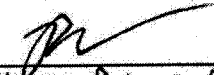
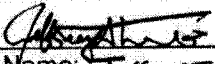
- (a) Schedule A - Share Provisions;
- (b) Schedule B - Share Transfer Restrictions; and
- (c) Schedule C - Other Provisions.

24. Electronic Delivery and Counterparts

This agreement may be delivered by electronic means and may be signed in as many counterparts as necessary, each counterpart, as signed, being deemed to be an original, and which, taken together, constitute one instrument.

The parties are executing this agreement as of the date first written above.

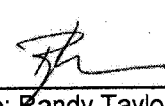
[Signature page follows]

<p>CMS CONSULTING INC.</p> <p>By: <u></u> Name: Jeffrey, A. Tank Title: Director</p>	<p>CMS CONSULTING INC.</p> <p>By: <u></u> Name: Patricia Paquette Title: Secretary</p>
<p>IMASON INC.</p> <p>By: <u></u> Name: Jeffrey, A. Tank Title: Director</p>	<p>IMASON INC.</p> <p>By: _____ Name: _____ Title: Director</p>
<p>1848878 ONTARIO INC.</p> <p>By: <u></u> Name: Jeffrey, A. Tank Title: Director</p>	<p>1848878 ONTARIO INC.</p> <p>By: <u></u> Name: Patricia Paquette Title: Secretary</p>
<p></p>	<p>INFRASTRUCTURE GUARDIAN INC.</p> <p>By: <u></u> Name: Jeffrey, A. Tank Title: Director</p>

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CMS CONSULTING INC. By: _____ Name: Title: Director	CMS CONSULTING INC. By: _____ Name: Title: Secretary
IMASON INC. By: _____ Name: Title: Director	IMASON INC. By:  _____ Name: Randy Taylor Title: Director
1848878 ONTARIO INC. By: _____ Name: Title: Director	1848878 ONTARIO INC. By: _____ Name: Title: Secretary
	INFRASTRUCTURE GUARDIAN INC. By: _____ Name: Title: Director