

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPM 2000 INC.		12/05/2014	Corporation:
RECEIVING PARTY DATA			
Name:	Klass Software Corporation		
Street Address:	130 Spadina Ave, Suite 504		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5V 2LV		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2448480	DISPATCHLOG	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	4082868933		
Email:	tm_docket@iplg.com		
Correspondent Name:	Otto O. Lee		
Address Line 1:	1871 THE ALAMEDA, SUITE 250		
Address Line 4:	San Jose, CALIFORNIA 95126		
NAME OF SUBMITTER:	Otto O. Lee		
SIGNATURE:	/Otto O. Lee/		
DATE SIGNED:	06/12/2020		
Total Attachments: 182			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page1.tif			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page2.tif			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page3.tif			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page4.tif			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page5.tif			
source=Tab P7-02 - Repurchase and Share Purchase Agreement#page6.tif			

OP \$40.00 2448480

source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page70.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page71.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page72.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page73.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page74.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page75.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page76.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page77.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page78.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page79.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page80.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page81.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page82.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page83.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page84.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page85.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page86.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page87.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page88.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page89.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page90.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page91.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page92.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page93.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page94.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page95.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page96.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page97.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page98.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page99.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page100.tif
source=Tab P7-03 - Disclosure Letter, as executed by the Vendors#page101.tif

**REPURCHASE AND SHARE
PURCHASE AGREEMENT**

BETWEEN

KLASS SOFTWARE CORPORATION

and

PPM 2000 INC

and

ALL OF THE SHAREHOLDERS OF PPM 2000 INC

Made as of the 5th day of December, 2014

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION

1 1	Definitions	2
1 2	Recitals	12
1 3	Accounting Principles	12
1 4	Governing Law, Attornment	12
1 5	Entire Agreement, Amendment	12
1 6	Knowledge	12
1 7	Calculation of Time	12
1 8	Performance on Holidays	13
1 9	Waiver of Rights	13
1 10	Severability	13
1 11	Conflict	13
1 12	Consents and Approvals	13
1 13	Remedies Cumulative	13
1 14	Additional Rules of Interpretation	13
1 15	Schedules and Exhibits	14

ARTICLE 2 REPURCHASE AND PURCHASE AND SALE OF SHARES

2 1	Pre-Closing Reorganization	15
2 2	Repurchased Shares and Purchased Shares	15
2 3	Purchase Price and Repurchase Price	15
2 4	Payment of Purchase Price	15
2 5	Payment of Repurchase Price	16
2 6	Delivery of Share Certificates	16
2 7	Place of Closing	17
2 8	Tax Elections	17

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3 1	Representations and Warranties of the Vendors	17
3 2	Representations and Warranties of the Majority Shareholders	18
3 2 1	Incorporation and Corporate Power – Company	18
3 2 2	Incorporation and Corporate Power – Subsidiary	19
3 2 3	Due Authorization	19
3 2 4	Registration	19
3 2 5	Subsidiaries	19
3 2 6	Capitalization	19
3 2 7	Solvency	20
3 2 8	Absence of Conflicting Agreements, etc	20

3 2 9	Regulatory Approvals	20
3 2 10	Title to the Assets	20
3 2 11	Financial Statements	20
3 2 12	Absence of Undisclosed Liabilities	21
3 2 13	Indebtedness	21
3 2 14	Absence of Changes and Unusual Transactions	21
3 2 15	Commitments for Capital Expenditures	23
3 2 16	Non-Arm's Length Transactions	23
3 2 17	No Joint Venture Interests, etc	23
3 2 18	Absence of Guarantees	23
3 2 19	Major Suppliers and Customers	23
3 2 20	Sufficiency of Assets	24
3 2 21	Fixed Assets	24
3 2 22	Accounts Receivable	24
3 2 23	Business in Compliance with Law	24
3 2 24	Governmental Authorizations	24
3 2 25	Restrictive Covenants	25
3 2 26	Intellectual Property	25
3 2 27	Equipment Leases	27
3 2 28	Real Property	27
3 2 29	Leases	27
3 2 30	Environmental Matters	28
3 2 31	Employment Relations	28
3 2 32	Compensation of Employees	28
3 2 33	Employee Benefit Matters	29
3 2 34	Personal Information	30
3 2 35	Insurance	30
3 2 36	Material Contracts	30
3 2 37	Litigation	33
3 2 38	Tax Matters	33
3 2 39	Books and Records	36
3 2 40	Corporate Records	36
3 2 41	Management Recommendation Letters	36
3 2 42	Warranties, Discounts and Trade Allowances	36
3 2 43	Third Party Consents	37
3 2 44	Location of the Assets	37
3 2 45	Bank Accounts, etc	37
3 2 46	Powers of Attorney	37
3 2 47	Disclosure	38
3 3	Representations and Warranties of the Purchaser	38
3 3 1	Incorporation, Authority and Enforceability	38
3 3 2	Non-Contravention	38
3 3 3	Consents and Approvals	38
3 3 4	Consideration Shares	39
3 3 5	Investment Canada Act	39
3 4	Interpretation	39

3 5	Commission and Other Third Party Payables	39
3 6	Survival of Representations and Warranties of the Vendor	39
3 7	Survival of Representations and Warranties of the Purchaser	40

ARTICLE 4 CONDITIONS OF CLOSING

4 1	Conditions for the Benefit of the Purchaser	40
4 2	Conditions for the Benefit of the Vendors	42
4 3	Waiver or Termination by the Purchaser	42
4 4	Waiver or Termination by the Vendors	43

ARTICLE 5 INDEMNIFICATION

5 1	Indemnification by Vendors	43
5 2	Indemnification by Majority Shareholders	43
5 3	Indemnification by the Purchaser	44
5 4	Limitations on Indemnity	45
5 5	Mitigation, Contribution and Insurance	45
5 6	No Liability for Certain Damages or Losses	46
5 7	Set-Off	46
5 8	Agency for Representatives	47
5 9	Notice of Third Party Claims	47
5 10	Defence of Third Party Claims	47
5 11	Assistance for Third Party Claims	47
5 12	Settlement of Third Party Claims	48
5 13	Direct Claims	48
5 14	Failure to Give Timely Notice	48
5 15	Reductions and Subrogation	48
5 16	Tax Effect	49
5 17	Payment and Interest	49
5 18	Additional Rules and Procedures	49

ARTICLE 6 MISCELLANEOUS

6 1	Appointment of Vendors' Representative	49
6 2	Privacy Matters	51
6 3	Tax Matters	52
6 4	Further Assurances	54
6 5	Public Announcements	54
6 6	Notices	54
6 7	Time of the Essence	57
6 8	Costs and Expenses	57
6 9	Effect of Closing	57
6 10	Counterparts	57

6 11	Assignment	57
6 12	Parties in Interest	57
6 13	Third Parties	57
6 14	English Language	57

REPURCHASE AND SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 5th day of December, 2014,

BETWEEN

KLASS SOFTWARE CORPORATION, a corporation formed in accordance with the laws of Ontario

(hereinafter referred to as the "**Purchaser**")

- and -

PPM 2000 INC, a corporation formed in accordance with the laws of Alberta

(hereinafter referred to as the "**Company**")

- and -

ALL OF THE SHAREHOLDERS OF THE COMPANY, BEING THOSE PERSONS LISTED ON EXHIBIT "A" TO THIS REPURCHASE AND SHARE PURCHASE AGREEMENT

(collectively the "**Vendors**" and each a "**Vendor**")

RECITALS

- A The Vendors are the registered and beneficial owners of the class and number of shares in the capital of the Company set out opposite their respective names in Exhibit "A" attached to this Agreement
- B The Company is the registered and beneficial owner of all of the issued and outstanding shares of PPM 2000 Inc, a corporation incorporated under the laws of Nevada (the "**Subsidiary**")
- C The Purchaser wishes to purchase from the Vendors and the Vendors wish to sell to the Purchaser, 425,448 Class A Common Shares and 65,133 Class B Common Shares held by the Vendors in the Company as set out in Exhibit "A" attached to this Agreement (collectively, the "**Purchased Shares**") on the terms and conditions herein contained
- D The Company has agreed to repurchase, and the Vendors wish to have repurchased, 136,105 Class A Common Shares and 289,417 Class B Common Shares held by the Vendors in the Company as set out in Exhibit "A" attached to this Agreement (the "**Repurchased Shares**") on the terms and conditions herein contained

NOW THEREFORE in consideration of the premises and mutual agreements hereinafter set out and of other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement

"Accounting Records" means all of the books of account, accounting records and other financial data and information of the Company and the Subsidiary, and includes all accounting records and financial data and information stored electronically, digitally or on computer related media,

"Accounts Receivable" means all accounts receivable, trade accounts, notes receivable and other book debts due or accruing due to the Company or the Subsidiary, as applicable, and the full benefit of all securities, if any, for such accounts, receivables or debts,

"Affiliate" means, with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with that other person. For purposes of this definition, a person "controls" another person if that person directly or indirectly possesses the power to direct or cause the direction of the management and policies of that other person, whether through ownership of securities, by contract or otherwise and "controlled by" and "under common control with" have similar meanings,

"Agreement" means this repurchase and share purchase agreement, the Disclosure Letter, and all Schedules and Exhibits attached hereto and thereto,

"Aggregate Purchase Price" means, collectively, the Purchase Price and the Repurchase Price,

"Applicable Law" means, in respect of any person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law (zoning or otherwise) having the force of law, or Order of any Governmental Authority that applies in whole or in part to such person, property, transaction or event,

"Articles" means, with respect to any body corporate, the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of reorganization, articles of revival, letters patent, memorandum of agreement, special statute and any other instrument or constating document by or pursuant to which the body corporate is incorporated or comes into existence,

"Books and Records" means the Accounting Records and all books, records, books of account, sales and purchase records, lists of suppliers and customers, credit and pricing information, personnel and payroll records, production, inventory and accounts receivable data, formulae, business, engineering and consulting reports and research and development information and plans and projections of or relating to the Company, the Subsidiary or the Business and all other documents, files, records, appraisals, correspondence, and other data and information, financial or otherwise, which are relevant to the Company, the Subsidiary or the Business, including all data and information stored electronically, digitally or on computer related media,

"**Brian**" means Brian McIlravey,

"**Bridge Loan**" has the meaning given in Section 2.5(a),

"**Business**" means the business carried on by the Company and the Subsidiary consisting of the development and provision of incident and investigation management software and related services,

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Toronto, Ontario or Edmonton, Alberta are not open for the transaction of domestic business during normal banking hours,

"**Claim**" means any act, omission or state of facts, and any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, which may give rise to a right to indemnification under Sections 5.1, 5.2 or 5.3,

"**Clinton**" means Clinton St. Jean,

"**Closing**" means the completion of (i) the sale to and purchase by the Purchaser of the Purchased Shares, (ii) the sale to and the purchase for cancellation by the Company of the Tranche 1 Repurchased Shares, (iii) the sale to and the purchase for cancellation by the Company of the Tranche 2 Repurchased Shares and (iv) the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously therewith,

"**Closing Date**" means December 5, 2014 or such earlier or later date as may be agreed upon by the Parties,

"**Closing Document**" means any document or instrument delivered at or subsequent to the Closing as provided in or pursuant to this Agreement,

"**Closing Payment**" has the meaning given in Section 2.4(a),

"**Closing Times**" means collectively the First Closing Time, Second Closing Time and Third Closing Time,

"**Code**" means the United States Internal Revenue Code of 1986, as amended,

"**Company**" means PPM 2000 Inc., a company amalgamated under the laws of the Province of Alberta,

"**Company Shareholders' Agreement**" means the shareholders' agreement between the Company and each of the shareholders of the Company dated October 15, 2013,

"**Company's Intellectual Property**" means all intellectual property used in whole or in part in, or required by the Company or the Subsidiary for the carrying on by the Company and the Subsidiary of, the Business both domestic and foreign and whether or not registered including

- (a) all trade-marks, trade names, business names, styles, designs, graphics, slogans, logos, service marks, brand names, internet domain names and registrations and other commercial symbols and all applications therefore,

- (b) all patents (including divisions, reissues, renewals, re-examinations, continuations, continuations in part and extensions) and all applications therefor,
- (c) all copyrights, integrated circuit topographies, industrial designs and other industrial property rights and all applications therefor,
- (d) all know-how, inventions, trade secrets, including business methodologies and processes, confidential information and any licensed property or technology, and
- (e) all computer software and software systems and rights related thereto including all related code, specifications, documentation, revisions, enhancements, and modifications thereto and all data, databases and related documentation, in whatever form and media,

and including those set forth in Schedule 3 2 26 to the Disclosure Letter,

"Consent" means any consent, approval, permit, waiver, ruling, exemption, or acknowledgement from any person (other than the Company or Subsidiary) under the terms of any Material Contract or Lease issued to or for the benefit of the Company or Subsidiary which is required pursuant to the terms of such Material Contract or Lease in connection with the sale of the Purchased Shares to the Purchaser or the sale of the Repurchased Shares to the Company and the completion of the other transactions contemplated herein or which is otherwise necessary to permit the Parties to perform their obligations or is otherwise required to permit the consummation of the transactions as contemplated herein,

"Consideration Shares" means the 1,000,000 Class C Common Shares in the capital of the Purchaser to be issued to Elaine, Brian and Peter in accordance with Subsection 2 4(b),

"Contract" means any contract, agreement, instrument and other legally binding commitment or arrangement, written or oral, entered into by the Company or the Subsidiary, including those listed or identified on any Schedule to the Disclosure Letter,

"Denis" means Denis O'Sullivan,

"Direct Claim" means any Claim asserted against an Indemnitor by an Indemnitee which does not result from a Third Party Claim,

"Disclosure Letter" means the letter dated as of the date of this Agreement from the Vendors to the Purchaser in connection with this Agreement, and acknowledged by the Purchaser,

"Don" means Don Murphy,

"Elaine" means Elaine O'Sullivan,

"Employee" means an individual who is employed by the Company or the Subsidiary, whether on a full-time or part-time basis,

"Employment Agreements" means the employment agreements to be entered into on the date hereof in connection with this Agreement between the Company and each of Elaine, Brian and Peter,

"**Employee Benefit Plans**" means all compensation, bonus, deferred compensation, incentive compensation, share purchase, share appreciation, share option, severance or termination pay, vacation pay, hospitalization or other medical, health and welfare benefits, life or other insurance, dental, eye care, disability, salary continuation, supplemental unemployment benefits, profit-sharing, mortgage assistance, employee loan, employee discount, employee assistance, counselling, pension, retirement or supplemental retirement benefit plan, arrangement or agreement, including any defined benefit or defined contribution pension plan and any group registered retirement savings plan, and any other similar employee benefit plan, arrangement or agreement, whether oral or written, formal or informal, funded or unfunded, including policies with respect to holidays, sick leave, long-term disability, vacations, expense reimbursements and automobile allowances and rights to company-provided automobiles, that are sponsored or maintained or contributed to or required to be contributed to, by the Company or the Subsidiary for the benefit of any of the Employees, former employees or beneficiaries of any of them, whether or not insured and whether or not subject to any Applicable Law, except that the term "**Employee Benefit Plans**" shall not include any statutory plans with which the Company or Subsidiary is required to comply, including the Canada Pension Plan or plans administered pursuant to applicable provincial health tax, workers' compensation, workers' safety and insurance and employment insurance legislation,

"**Encumbrance**" means any mortgage, charge, easement, encroachment, lien, adverse claim, restrictive covenant, assignment by way of security, security interest of any nature, servitude, pledge, hypothecation, security agreement, title retention agreement, right of occupation, option or privilege or any agreement to create any of the foregoing,

"**Environment**" means the environment, including the natural environment,

"**Environmental Law**" means any Applicable Law relating to the Environment including those pertaining to (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any Release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances,

"**Environmental Licences**" means all Licenses required under Environmental Laws,

"**Equipment Leases**" means all leases of personal property to which the Company or the Subsidiary is a party or under which it has rights,

"**Financial Statements**" means the consolidated internal unaudited financial statements of the Company and the Subsidiary for the fiscal year ending July 31, 2014 and the internal unaudited financial statements for the period from August 1, 2014 to October 31, 2014 consisting of a balance sheet and the accompanying statements of profit and loss, retained earnings and changes in financial position for the period then ended attached hereto as Schedule 1 1A to the Disclosure Letter,

"**First Closing Time**" means 10 00am Edmonton time on the Closing Date or such other time on the Closing Date as the Parties agree that the Closing shall take place,

"**Fixed Assets**" means fixed assets, machinery, equipment, including computer hardware and telecommunications equipment, fixtures, furniture, furnishings, vehicles, owned or

used by the Company or the Subsidiary, including any which are in storage or in transit, and other tangible property and facilities used by the Company or the Subsidiary whether located in or on the premises of the Company or of the Subsidiary or elsewhere,

"Frank" means Frank Kennedy,

"fully diluted basis" at any time means that all shares or other securities in the capital of the Company (including those options granted, whether vested or not, under any stock option plan but excluding those other options available for issuance under such stock option plan that have yet to be granted), warrants or other rights of any kind to acquire shares in the capital of the Company and all securities convertible or exchangeable into shares in the capital of the Company outstanding at that time shall be deemed to have been fully exercised, converted or exchanged, as the case may be, and the shares in the capital of the Company issuable as a result thereof shall be deemed to have been fully issued and to form part of the holdings of the person(s) entitled to receive such shares in the capital of the Company,

"Gerry" means Gerry McCracken,

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal, and any governmental agency, ministry, department, Tribunal, commission, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, in each case having jurisdiction in the relevant circumstances,

"Governmental Authorization" means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Applicable Law,

"Greg" means Greg Chudiak,

"Guarantee" means any agreement, contract or commitment providing for the guarantee, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any person,

"Hazardous Substance" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may materially impair the Environment, materially injure or damage property or plant or animal life or materially harm or impair the health of any individual,

"Holdback" has the meaning given in Section 2 4(c),

"Income Tax Act" means, collectively, the *Income Tax Act*, R S C 1985, 5th Supplement, the *Income Tax Application Rules*, R S C 1985, 5th Supplement, and the *Income Tax Regulations*, in each case as amended to the date hereof,

"Indemnitee" means any Party and its Representatives entitled to indemnification under this Agreement,

"Indemnitor" means any Party obligated to provide indemnification under this Agreement,

"**Indemnity Payment**" means any amount of a Loss required to be paid pursuant to Sections 5.1, 5.2 or 5.3,

"**Intellectual Property Rights**" means

- (f) any and all proprietary rights anywhere in the world provided under
 - (i) patent law,
 - (ii) copyright law,
 - (iii) trade-mark law,
 - (iv) design patent or industrial design law,
 - (v) semiconductor chip or mask work law,
 - (vi) trade secret law, or
 - (vii) any other statutory provision or common law principle applicable to rights to intellectual property which may provide a right in either
 - A ideas, formulae, algorithms, concepts, inventions, technologies, software, data compilations, drawings, specifications, confidential business information, procedures or know-how generally, including without limitation, trade secret, or
 - B the expression or use of such ideas, formulae, algorithms, concepts, inventions, technologies, software, data compilations, drawings, specifications, confidential business information, procedures or know-how, and
- (g) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing,

"**John**" means John Murphy,

"**Klass Shareholders' Agreement**" means the unanimous shareholders agreement of the Purchaser between the Purchaser and each of its shareholders,

"**Leased Property**" means all the right, title and interest of the Company or the Subsidiary in and to the subject matter (whether realty or personalty) of the Leases and the Equipment Leases,

"**Leases**" means the real property leases and other rights of occupancy relating to real property to which the Company or the Subsidiary is a party or under which it has rights, whether as lessor or lessee, including those set forth and described in Schedule 3.2.29 to the Disclosure Letter,

"**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other similar proceeding and includes any appeal or review and any application for same,

"**Lenora**" means Lenora Thomas,

"**Licence**" means any licence, permit, approval, authorization, certificate directive, Order, variance, registration, right, privilege, concession or franchise issued, granted, conferred or otherwise created by any Governmental Authority,

"**Loss**" means any and all direct loss, liability, damage, cost, expense, charge, fine, penalty or assessment, resulting from or arising out of any Claim, including the reasonable costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith, excluding any and all consequential, indirect, special, exemplary, punitive or similar losses or damages,

"**Majority Shareholders**" means collectively Denis, Rosemary, Elaine, Don, Brian, Peter, Tom, Greg and Gerry and "**Majority Shareholder**" means any one of them,

"**Material Adverse Effect**" or "**Material Adverse Change**" means, with respect to the Company and the Subsidiary taken as a whole, any change, event, occurrence, transaction, action, omission, effect, condition (financial or otherwise), circumstance, fact or development that prevents or materially impairs the sale of the PPM Shares and the Business or the completion of the transactions contemplated by this Agreement and the Closing Documents, or is material and adverse to or on the business, properties, assets, condition (financial or otherwise) liabilities, capitalization or results of operations of the Company and the Subsidiary taken as a whole, other than any change, event, occurrence, transaction, action, omission, effect, condition (financial or otherwise), circumstance, fact or development arising from or relating to (i) general economic, financial, banking or currency exchange conditions (including any change or disruption thereof and any decline in the price of any currency or any market index) in Canada, the United States or elsewhere, (ii) any changes in credit markets generally, including changes in interest rates or the availability of financing, (iii) acts of God, acts of terrorism, acts of war or the escalation of hostilities, (iv) changes in ASPE or other applicable accounting rules or principles, (v) changes in any Applicable Laws, rules, regulations, orders, or other binding directives issued by any Governmental Authority, (vi) conditions affecting the software industries generally in the markets where the Company and the Subsidiary carry on business, and not specifically relating to the Company or the Subsidiary, (vii) any matter which has been expressly disclosed in the Disclosure Letter, or (viii) any changes or effects arising from any action expressly permitted by this Agreement, the Closing Documents or that is taken at the request of the Purchaser, which, in the case of any of the foregoing clauses (i) through (vi), does not affect the Company and the Subsidiary, taken as a whole, in a manner that is substantially disproportionate to other companies in the security software industry in the markets where the Company and the Subsidiary carry on business, provided that the effects of any change, event, occurrence, transaction, action, omission, effect, condition (financial or otherwise), circumstance, fact or development, both positive and negative, shall be taken as a whole,

"**Material Contracts**" has the meaning set forth in Section 3.2.36,

"**Mutual Non-Disclosure Agreement**" means the mutual non-disclosure agreement between the Purchaser and the Company dated October 29, 2014,

"Non-Competition and Non-Solicitation Agreements" means the non-competition and non-solicitation agreements to be entered into on the date hereof in connection with this Agreement between the Company and each of Elaine, Brian and Peter,

"Order" means in respect of any person, property, transaction or event, any binding order, directive, judgment, decree, award or writ of any Tribunal that applies in whole or in part to such person, property, transaction or event,

"ordinary course of business" shall mean the ordinary course of business of a person consistent with its past custom and practice, provided, however, that the term "ordinary course of business" shall also include actions required or specifically permitted by this Agreement to be taken or not to be taken in connection with the transactions contemplated by this Agreement,

"Parties" means the Vendors, the Purchaser and the Company and **"Party"** means any one of them,

"Permitted Encumbrances" means

- (h) inchoate or statutory liens for Taxes not at the time overdue and inchoate or statutory liens for overdue Taxes the validity of which the Company or the Subsidiary is contesting in good faith but only for so long as such contestation effectively postpones enforcement of any such liens or Taxes,
- (i) statutory liens incurred or deposits made in the ordinary course of the Company's or Subsidiary's business in connection with worker's compensation, employment insurance, employer health tax, Canada Pension Plan and similar legislation, but only to the extent that each such statutory lien or deposit relates to amounts not yet due,
- (j) liens and privileges arising out of any judgment with respect to which the Company or the Subsidiary intends to prosecute an appeal or proceedings for review but only for so long as there is a stay of execution pending the determination of such appeal or proceedings for review,
- (k) security given by the Company or the Subsidiary to a public utility or any Governmental Authority when required in the ordinary course of business of the Company or Subsidiary,
- (l) undetermined or inchoate construction or repair or storage liens and other liens imposed by law arising in the ordinary course of business of the Company or the Subsidiary, a claim for which has not been filed or registered pursuant to Applicable Law or for which notice in writing has not been given to the Company or the Subsidiary, and
- (m) those Encumbrances described in Schedule 1.1 to the Disclosure Letter,

"Personal Information" means information about an identifiable individual other than their business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose,

"Peter" means Peter Mah,

"PPM Shares" means the Purchased Shares and the Repurchased Shares, which shares represent all of the issued and outstanding shares in the capital of the Company calculated on a fully diluted basis,

"Pre-Closing Reorganization" has the meaning set forth in Section 2 1,

"Prime Rate" for any day means the rate of interest expressed as a rate per annum that Royal Bank of Canada establishes at its head office in Toronto, Ontario as the reference rate of interest that it will charge on that day for Canadian dollar demand loans to its customers in Canada and which it at present refers to as its prime rate,

"Purchase Price" has the meaning set forth in Section 2 3(a),

"Purchased Shares" has the meaning set forth in Recital C,

"Real Property" means any real and immoveable property including all plant, buildings, structures, erections, improvements, appurtenances and fixtures situate thereon or forming part thereof,

"Regulatory Approval" means any approval, consent, ruling, authorization, notice, permit or acknowledgement that may be required from any Governmental Authority by Applicable Law, the terms of any Licence or the conditions of any Order which is required pursuant to such Applicable Law, Licence or Order in connection with the sale of the Purchased Shares to the Purchaser or the sale of the Repurchased Shares to the Company and the completion of the other transactions contemplated herein or which is otherwise necessary to permit the Parties to perform their obligations or is otherwise required to permit the consummation of the transactions as contemplated herein,

"Release" means any release or discharge of any Hazardous Substance, including any burial, incineration, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal, in a manner contrary to Environmental Laws,

"Representative" means, in respect of an Indemnitee, each director, officer, employee, agent, solicitor, accountant, professional advisor and other representative of that Indemnitee and, in respect of the Purchaser, also includes the Company and the Subsidiary,

"Repurchased Shares" has the meaning set forth in Recital D, such shares being, in aggregate, the Tranche 1 Repurchased Shares and Tranche 2 Repurchased Shares,

"Repurchase Price" has the meaning set forth in Section 2 3(b)

"Rosemary" means Rosemary O'Sullivan,

"Second Closing Time" means 11 00am Edmonton time on the Closing Date or such other time on the Closing Date as the Parties agree that the Closing shall take place,

"Subsidiary" means PPM 2000 Inc , a company incorporated under the laws of Nevada,

"Tax Legislation" means, collectively, the Income Tax Act and all federal, provincial, territorial, municipal, foreign, or other statutes, including the Code, imposing a tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction,

"Tax Returns" means all reports, elections, returns, and other documents required to be filed by the Company or the Subsidiary, as applicable, under the provisions of any Tax Legislation and any tax forms required to be filed, whether in connection with a Tax Return or not, under any provisions of any applicable Tax Legislation,

"Tax" or "Taxes" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable Tax Legislation, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, goods and services, sales, use, consumption, excise, value-added, business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith,

"Third Closing Time" means 11 10am Edmonton time on the Closing Date or such other time on the Closing Date as the Parties agree that the Closing shall take place,

"Third Party Claim" means any Claim asserted against an Indemnitee that is paid or payable to, or claimed by, any person who is not a Party,

"Tom" means Tom Villetard,

"Tranche 1 Repurchased Shares" means the 78,872 Class A Common Shares and 167,716 Class B Common Shares held by the Vendors to be repurchased by the Corporation at the Second Closing Time,

"Tranche 2 Repurchased Shares" means the 57,233 Class A Common Shares 121,701 Class B Common Shares held by the Vendors to be repurchased by the Corporation at the Third Closing Time,

"Transferred Information" means the Personal Information to be disclosed or conveyed to the Purchaser or any of its representatives or agents by or on behalf of the Company, the Subsidiary or the Vendors as a result of or in conjunction with the transactions contemplated herein or under the Closing Documents, and includes all such Personal Information disclosed to the Purchaser prior to the execution of this Agreement,

"Tribunal" means any court (including a court of equity), arbitrator or arbitration panel and any other Governmental Authority, stock exchange, professional or business organization or association or other body exercising adjudicative, regulatory, judicial or quasi-judicial powers, and

"Vendors' Representative" has the meaning set forth in Section 6 1(a)

1 2 Recitals

The Parties acknowledge and declare that the recitals in this Agreement are true and correct

1 3 Accounting Principles

Wherever in this Agreement reference is made to "**ASPE**", such reference shall be deemed to be the accounting standards for private enterprises from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with ASPE, in any case consistently applied from one period to the next

1 4 Governing Law, Attornment

This Agreement shall be construed, interpreted and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising hereunder or relating hereto

1 5 Entire Agreement, Amendment

This Agreement and the Mutual Non-Disclosure Agreement constitute the entire agreement between the Parties with respect to the transactions herein contemplated and cancel and supersede any prior understandings, agreements, negotiations and discussions, written or oral, between the Parties with respect thereto including the Term Sheet dated October 29, 2014, between Klass Software Corporation and the Company There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the Parties other than those expressly set forth in this Agreement, in the Mutual Non-Disclosure Agreement or in any Closing Document This Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by the Parties

1 6 Knowledge

Where any representation, warranty or other statement in this Agreement is expressed to be made by the Majority Shareholders to their knowledge or is otherwise expressed to be limited in scope to matters known to the Majority Shareholders or of which the Majority Shareholders are aware, it shall mean such knowledge as is actually known to the Majority Shareholders after having made such reasonable inquiry regarding the matter in question of senior management and officers of the Company or the Subsidiary, as applicable, who have overall responsibility for or knowledge of the matters relevant to such statement and the Majority Shareholders hereby confirm that they have made appropriate inquiries of all such officers and employees as is reasonably necessary in the circumstances

1 7 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5 00 p m (Edmonton time) on the last day

of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Edmonton time) on the next succeeding Business Day.

1.8 Performance on Holidays

If any act (including the giving of notice) is otherwise required by the terms hereof to be performed on a day which is not a Business Day, such act shall be valid if performed on the next succeeding Business Day.

1.9 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.10 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

1.11 Conflict

In the event of any conflict or inconsistency between the terms and conditions in the body of this Agreement and those in any Schedule, Exhibit or the Disclosure Letter (including any agreement entered into pursuant to this Agreement), the terms and conditions in the body of this Agreement shall govern and take precedence and the Parties shall take such steps as may be required or desirable to conform the conflicting or inconsistent provisions thereof to this Agreement.

1.12 Consents and Approvals

Unless otherwise specified, where the consent or approval of a Party is contemplated or required by the terms of this Agreement, that Party shall not unreasonably delay or withhold the giving of such consent or approval after a request therefor has been made by the other Party.

1.13 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

1.14 Additional Rules of Interpretation

- (a) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

- (b) The division of this Agreement into Articles, Sections, Subsections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer.
- (c) Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause, Schedule or Exhibit are to the applicable article, section, subsection, paragraph, clause, Schedule or Exhibit of this Agreement.
- (d) Wherever the words "include", "includes" or "including" are used in this Agreement or in any Closing Document, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.
- (e) The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular section or portion of it.
- (f) Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "\$", refer to Canadian currency.
- (g) Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder and all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision.
- (h) All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.
- (i) Unless the context otherwise requires, references in this Agreement to a "person" are to be broadly interpreted and shall include an individual (whether acting as an executor, administrator, legal representative or otherwise), body corporate, unlimited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated association, unincorporated syndicate, any Governmental Authority and any other legal or business entity.
- (j) Unless otherwise defined herein, words or abbreviations which have well-known trade meanings are used herein with those meanings.

1 15 **Schedules and Exhibits**

The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof

Exhibit A – Vendors and PPM Shares

ARTICLE 2
REPURCHASE AND PURCHASE AND SALE OF SHARES

2.1 Pre-Closing Reorganization

The Company and the Vendors acknowledge and agree that they have completed the pre-closing reorganization in accordance with the steps set forth in Schedule 2.1 of the Agreement (the “**Pre-Closing Reorganization**”)

2.2 Repurchased Shares and Purchased Shares

- (a) Upon the terms and subject to the conditions set forth in this Agreement, the Vendors agree to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendors as at the First Closing Time, all of the Purchased Shares
- (b) Upon the terms and subject to the conditions set forth in this Agreement, the Vendors agree to sell, assign and transfer to the Company, and the Company agrees to purchase from the Vendors for cancellation as at the Second Closing Time, the Tranche 1 Repurchased Shares
- (c) Upon the terms and subject to the conditions set forth in this Agreement, the Vendors agree to sell, assign and transfer to the Company, and the Company agrees to purchase from the Vendors for cancellation as at the Third Closing Time, the Tranche 2 Repurchased Shares

2.3 Purchase Price and Repurchase Price

- (a) The aggregate purchase price payable by the Purchaser to the Vendors for the Purchased Shares shall be \$6,071,003 (the “**Purchase Price**”). The Purchase Price shall be paid and satisfied in accordance with Section 2.4 and shall be allocated among the Vendors as set out in Exhibit “A” attached to this Agreement
- (b) The aggregate purchase price payable by the Company to the Vendors for the Repurchased Shares shall be \$4,789,327 (the “**Repurchase Price**”). The Repurchase Price shall be paid and satisfied in accordance with Section 2.5 and shall be allocated among the Vendors as set out in Exhibit “A” attached to this Agreement, which shall include in respect of each of the Vendors (i) the amount paid or payable, (ii) the amount of the capital dividend realized by such Vendor, and (iii) the amount of the taxable dividend realized by such Vendor

2.4 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows

- (a) At the First Closing Time, the Purchaser shall pay or cause to be paid the amounts listed beside each Vendor's name in the “Closing Payment” column in Exhibit “A” attached to this Agreement (the “**Closing Payment**”)

- (b) At the First Closing Time, the Purchaser shall issue the Consideration Shares as follows
 - (i) 470,300 Class C Common Shares to Elaine,
 - (ii) 285,600 Class C Common Shares to Brian, and
 - (iii) 244,100 Class C Common Shares to Peter
- (c) On the first anniversary of the Closing Date, subject to the terms of this Agreement, the Purchaser shall pay or cause to be paid the amounts listed beside each Vendor's name in the "Holdback" column in Exhibit "A" attached to this Agreement (the aggregate of such amounts referred to as the "**Holdback**")
- (d) Any cash payment made by the Purchaser in accordance with this Section 2.4 shall be made by certified cheque, bank draft or wire transfer of immediately available funds to a single account designated by the Vendors' Representative to the Purchaser

2.5 **Payment of Repurchase Price**

The Repurchase Price shall be paid and satisfied as follows

- (a) Immediately after the First Closing Time, the Purchaser shall advance to the Company a loan in the principal amount of \$4,789,327 (the "**Bridge Loan**") The Company shall record on its Books and Records, in a manner satisfactory to the Purchaser, the Bridge Loan as an amount owing by the Company to the Purchaser
- (b) At the Second Closing Time, the Company shall use \$2,775,394 out of the proceeds of the Bridge Loan to pay the Repurchase Price attributable for the Tranche 1 Repurchased Shares, in accordance with the amounts listed beside each Vendor's name in the "Tranche 1 Repurchase Payment" column in Exhibit "A" attached to this Agreement
- (c) At the Third Closing Time, the Company shall use the remaining proceeds of the Bridge Loan, such amount equal to \$2,013,933, to pay the Repurchase Price attributable for the Tranche 2 Repurchased Shares, in accordance with the amounts listed beside each Vendor's name in the "Tranche 2 Repurchase Payment" column in Exhibit "A" attached to this Agreement
- (d) Any cash payment made by the Company in accordance with this Section 2.5 shall be made by certified cheque, bank draft or wire transfer of immediately available funds to a single account designated by the Vendors' Representative to the Company

2.6 **Delivery of Share Certificates**

The Vendors shall transfer and deliver to the Purchaser (i) at the First Closing Time, share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, (ii) at the Second Closing Time, share certificates representing the Tranche 1 Repurchased Shares

having been duly cancelled and (iii) at the Third Closing Time, share certificates representing the Tranche 2 Repurchased Shares having been duly cancelled

2.7 Place of Closing

The Closing shall take place at the Closing Times via the offices of Bennett Jones LLP, 3200 TELUS House South Tower, 10020 100 Street, Edmonton, Alberta, or at such other place as may be agreed upon by the Vendors and the Purchaser

2.8 Tax Elections

- (a) The Purchaser and the Vendors confirm that the Non-Competition and Non-Solicitation Agreements are granted to maintain or preserve the value of the Purchased Shares. The Purchaser and the Vendors agree that no portion of the Purchase Price shall be allocated to the granting of any such Non-Competition and Non-Solicitation Agreements by the Vendors and the Purchaser. The Vendors, as applicable, agree to reasonably cooperate with the Purchaser and to execute and deliver such joint election in the prescribed form under section 56.4 of the Income Tax Act or under analogous provisions of any other income tax legislation, as prepared by the Purchaser and reviewed by the Vendors, as applicable.
- (b) The Purchaser agrees to cooperate with Elaine, Peter and Brian so that Elaine, Peter and Brian may dispose of their Purchased Shares for which they receive the Consideration Shares on a tax-deferred rollover basis and, in this regard, the Purchaser agrees to file a joint election with each of Elaine, Peter and Brian in the prescribed form under subsection 85(1) of the Income Tax Act and the corresponding provisions of any applicable provincial tax statute on the exchange of the Purchased Shares to the extent that consideration includes the Consideration Shares. The amount to be elected as the transfer amount shall be determined by each of Elaine, Peter and Brian in his or her sole discretion, provided that such elected amount shall be within the limitations set out in subsection 85(1) of the Income Tax Act.
- (c) The Purchaser agrees to cause the Company to file on the Closing Date an election under subsection 83(2) of the Income Tax Act so that the entire amount of the deemed dividend resulting from the repurchase of the Tranche 1 Repurchase Shares be treated as a capital dividend for income tax purposes.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendors

Each of the Vendors severally (but not jointly and as and with respect to that Vendor only) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated in this Agreement:

- (a) The Vendor is the legal and beneficial owner of the number of shares of the Company attributed to such Vendor's name in Exhibit "A" attached to this Agreement.

- (b) The Vendor has good and marketable title to all of the shares of the Company owned by that Vendor, free and clear of any and all Encumbrances. There is not pending any Legal Proceeding (i) to in any manner restrain or prevent the Vendor from effectually and legally transferring the PPM Shares to the Purchaser or the Company, as the case may be, free and clear of all Encumbrances, or (ii) the effect of which would be to cause any Encumbrance to attach to the PPM Shares or to divest title to the PPM Shares in any manner whatsoever, or to make the Purchaser, the Company, the Vendor or any of them liable for damages and the Vendor knows of no claim in connection with any of the foregoing.
- (c) Except as set out in Schedule 3.1 to the Disclosure Letter, there are no restrictions of any kind on the transfer of the Vendor's shares of the Company pursuant to the consummation of the transactions under this Agreement in accordance with the terms of this Agreement, except for the purchase of the Repurchased Shares by the Company, no person, other than the Purchaser, has, or has any right capable of becoming, any agreement, option, understanding or commitment for the purchase or other acquisition of any of the Vendor's shares of the Company.
- (d) Except as set out in Schedule 3.1 to the Disclosure Letter, the Vendor is not a party to, subject to or bound by any agreement, judgment, Order, writ, prohibition, injunction or decree of any court or other Governmental Authority that would prevent the execution or delivery to the Purchaser of this Agreement by the Vendor and the consummation of the transactions under this Agreement in accordance with the terms of this Agreement. This Agreement constitutes and each Closing Document to which the Vendor is a party will constitute a valid and binding obligation of the Vendor, enforceable against them in accordance with its terms.
- (e) The Vendor is not insolvent, has not committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy or any application for a bankruptcy order filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt, or taken any proceeding to have a receiver appointed of any part of its assets.
- (f) The Vendor is not a non-resident of Canada for purposes of the Income Tax Act.

3.2 **Representations and Warranties of the Majority Shareholders**

Each of the Majority Shareholders, on a joint and several basis, represents and warrants to the Purchaser as set out in this Section 3.2 and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated in this Agreement.

3.2.1 **Incorporation and Corporate Power – Company**

The Company is a corporation duly amalgamated and validly existing under the laws of the Province of Alberta and has all necessary corporate power, authority and capacity to own its assets and to carry on its business as presently conducted.

3 2 2 **Incorporation and Corporate Power – Subsidiary**

The Subsidiary is a corporation duly incorporated and validly existing under the laws of Nevada and has all necessary corporate power, authority and capacity to own its assets and to carry on its business as presently conducted

3 2 3 **Due Authorization**

All resolutions of the directors or shareholders of the Company necessary to permit the transfer of the PPM Shares from the Vendors to the Purchaser or the Company, as the case may be, will be, at the respective Closing Times, passed and in full force and effect. Except for the Company Shareholders' Agreement, the PPM Shares are not subject to the terms of any shareholders agreement

3 2 4 **Registration**

Except as set out in Schedule 3 2 4 to the Disclosure Letter, neither the nature of the Company's or Subsidiary's business nor the location or character of the assets owned or leased by the Company or the Subsidiary requires them to be registered, licensed or otherwise qualified as an extra-provincial or foreign corporation in any jurisdiction other than in the Province of Alberta, the Province of Ontario, the State of Nevada, the State of Colorado, the State of Texas and the State of California, where the Company or the Subsidiary, as the case may be, is duly registered, licensed or otherwise qualified for such purpose, except where the failure to be so registered, licensed or otherwise qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect

3 2 5 **Subsidiaries**

The Company does not own, or have any interest in any shares or have an ownership interest in any other person, except as set forth in Schedule 3 2 5 to the Disclosure Letter. The Company is the legal and beneficial owner of all of the issued and outstanding stock of the Subsidiary free and clear of any Encumbrances, except Permitted Encumbrances. Except as set forth in Schedule 3 2 5 to the Disclosure Letter, no shares or other securities have been issued by the Subsidiary and all of the issued shares of the Subsidiary have been validly issued and are outstanding as fully paid and non-assessable shares. Except as set forth in Schedule 3 2 5 to the Disclosure Letter, there are no other outstanding shares, warrants, rights, options, securities convertible into shares or any other evidence whatsoever of an interest in the Subsidiary

3 2 6 **Capitalization**

The authorized and issued share capital of the Company is as set forth in Schedule 3 2 6 to the Disclosure Letter. All of the PPM Shares have been duly and validly issued and are outstanding as fully paid and non-assessable shares. No options, warrants or other rights to purchase shares or other securities of the Company and no securities or obligations convertible into or exchangeable for shares or other securities of the Company have been authorized or agreed to be issued or are outstanding except as set forth in Schedule 3 2 6 to the Disclosure Letter

3 2 7 **Solvency**

Neither the Company nor the Subsidiary is insolvent, has committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy or any application for a bankruptcy order filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, or taken any proceeding to have a receiver appointed of any part of its assets. Neither the Company nor the Subsidiary has had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property.

3 2 8 **Absence of Conflicting Agreements, etc**

Except as disclosed in Schedule 3 2 8 to the Disclosure Letter, neither the Majority Shareholders nor the Company is a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, obligation, instrument, charter or by-law provision, Order, judgment, decree, licence, Applicable Law or governmental authorizations that would be violated, materially breached by, or under which (with or without the giving of notice and/or the passage of time) a default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into pursuant to this Agreement.

3 2 9 **Regulatory Approvals**

No approval, Order, consent of or filing with any Governmental Authority is required on the part of the Majority Shareholders, the Company or the Subsidiary in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered pursuant to this Agreement or the performance of their respective obligations under this Agreement or any other documents and agreements to be delivered pursuant to this Agreement.

3 2 10 **Title to the Assets**

Except as specified elsewhere in this Agreement, and except as specified in the Financial Statements, the Company or the Subsidiary is the sole beneficial and (where its interests are registered) the sole registered owner of all of its property and assets shown in the Financial Statements or used by it in connection with the Business, with good and marketable title, free and clear of all Encumbrances other than Permitted Encumbrances. The Company or the Subsidiary has the right (whether such right arises from contract or otherwise) to use all assets that are required for, or necessary to operate, the Business as it is currently operated.

3 2 11 **Financial Statements**

The Financial Statements

- (a) have been prepared in accordance with ASPE applied on a basis consistent with those of preceding fiscal periods,
- (b) present fully, fairly and correctly the assets, liabilities and financial condition of the Company and the Subsidiary as at their respective dates and the results of its operations and the changes in its financial position for the period(s) then ended,

- (c) are in accordance with the accounting and financial Books and Records of the Company and the Subsidiary,
- (d) contain and reflect all necessary adjustments for a fair presentation of the results of operations and the financial condition of the Business for the period(s) covered thereby, and
- (e) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company and the Subsidiary

3 2 12 **Absence of Undisclosed Liabilities**

Neither the Company nor the Subsidiary has incurred any liabilities or obligations (whether accrued, absolute, contingent, direct or indirect or otherwise), which continue to be outstanding, except as disclosed in the Financial Statements, or in Schedule 3 2 12 to the Disclosure Letter or except as incurred in the ordinary course of business since July 31, 2014. Except as otherwise set out in the Disclosure Letter, to the knowledge of the Majority Shareholders, there are no facts or circumstances which might reasonably serve as the basis for, or give rise to, any material liabilities or obligations on the part of the Company or the Subsidiary, other than those disclosed in the Financial Statements or arising since July 31, 2014 in the ordinary course of business.

3 2 13 **Indebtedness**

Except as disclosed in Schedule 3 2 13 to the Disclosure Letter, since July 31, 2014, neither the Company nor the Subsidiary has any outstanding bonds, debentures, mortgages, promissory notes or other indebtedness, other than trade payables incurred in the ordinary course of business, capital leases, leasehold inducements and accruals incurred in the ordinary course of business, and since July 31, 2014, neither the Company nor the Subsidiary has any obligation to create or issue any bonds, debentures, mortgages, promissory notes or other indebtedness, other than trade payables incurred in the ordinary course of business, capital leases, leasehold inducements and accruals incurred in the ordinary course of business.

3 2 14 **Absence of Changes and Unusual Transactions**

Since July 31, 2014, except as disclosed in Schedule 3 2 14 to the Disclosure Letter or in connection with the Pre-Closing Reorganization

- (a) there has not been any Material Adverse Change in the financial condition or the operations of the Company or the Subsidiary in each case other than changes in the ordinary course of business,
- (b) there has not been any labour dispute, union organizing drive or application for certification,
- (c) there has not been any damage, destruction, loss, or other similar event, development or condition of any character (whether or not covered by insurance),
- (d) the Company and the Subsidiary have carried on the Business in the usual and ordinary course consistent with past practice, and without limiting the generality of the foregoing, the Company and the Subsidiary have continued to pay, satisfy and discharge their obligations and liabilities in the ordinary course of business,

- (e) neither the Company nor the Subsidiary has suffered an operating loss or extraordinary loss, as those terms are defined in ASPE,
- (f) neither the Company nor the Subsidiary has transferred, assigned, sold or otherwise disposed of any of the assets shown or reflected in the Financial Statements, except in the ordinary course of business, or cancelled any debts or entitlements,
- (g) neither the Company nor the Subsidiary has purchased, leased or otherwise acquired any properties or assets, except in the ordinary course of business,
- (h) except for the Bridge Loan, neither the Company nor the Subsidiary has incurred any debt, obligation or liability, absolute or contingent, secured or unsecured, except for normal trade obligations incurred in the ordinary course of business,
- (i) neither the Company nor the Subsidiary has entered into any transaction, contract, agreement or commitment, except in the ordinary course of business,
- (j) neither the Company nor the Subsidiary has terminated, discontinued, closed or disposed of any plant, facility or business operation,
- (k) neither the Company nor the Subsidiary has discharged or satisfied any Encumbrance, except pursuant to an obligation to make a scheduled payment otherwise disclosed in this Agreement, or paid any obligation or liability (fixed or contingent) other than liabilities included in the Financial Statements and liabilities incurred since the date of the Financial Statements in the ordinary course of business,
- (l) neither the Company nor the Subsidiary has waived or omitted to take any action in respect of any material rights,
- (m) other than the raises already factored into the October 31, 2014 payroll, neither the Company nor the Subsidiary has granted any bonuses, whether monetary or otherwise, or made any general wage or salary increases in respect of its Employees, or changed the terms of employment for any Employee or entered into a written contract with any Employee,
- (n) neither the Company nor the Subsidiary has hired or dismissed any senior Employees or hired or dismissed more than ten Employees, other than casual or part-time Employees,
- (o) neither the Company nor the Subsidiary has mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets or property, whether tangible or intangible except pursuant to Permitted Encumbrances,
- (p) neither the Company nor the Subsidiary has changed the manner of billing of, or the credit terms made available to, any of its customers,
- (q) neither the Company nor the Subsidiary has made any change in its accounting principles, practices or methods as heretofore applied, including, without limitation, the basis upon which its assets and liabilities are recorded on its books, its earnings and profits and losses are ascertained, or in its methods or

rates of depreciation or amortization, or any change with respect to any method of management or operation,

- (r) neither the Company nor the Subsidiary, directly or indirectly, has authorized, declared or paid any dividends or authorized, declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, purchased, repurchased or otherwise acquired any of its shares or reduced its authorized or issued capital, and
- (s) neither the Company nor the Subsidiary has authorized, agreed or otherwise become committed to do or undertake any of the actions or things referred to in Sections 3 2 14(g) to (r)

3 2 15 **Commitments for Capital Expenditures**

Neither the Company nor the Subsidiary is committed to make any capital expenditures in excess of \$50,000, nor have any capital expenditures been authorized by the Company or the Subsidiary at any time since October 29, 2014, except for capital expenditures made in the ordinary course of business which, in the aggregate, do not exceed \$50,000

3 2 16 **Non-Arm's Length Transactions**

Except as disclosed in Schedule 3 2 16 to the Disclosure Letter, no director or officer, former director or officer, shareholder or Employee (whether current or former) of, or any other person not dealing at arm's length with, the Company, the Subsidiary or the Vendors are engaged in any transaction or arrangement with or has any indebtedness, liability or obligation to the Company or the Subsidiary and neither the Company nor the Subsidiary is indebted or otherwise obligated to any such person except for employment arrangements with Employees, the terms of which are disclosed in Schedule 3 2 31 to the Disclosure Letter

3 2 17 **No Joint Venture Interests, etc**

Neither the Company nor the Subsidiary is a partner, beneficiary, trustee, co-tenant, joint-venturer or otherwise a participant in any partnership, trust, joint venture, co-tenancy or similar jointly owned business undertaking and neither the Company nor the Subsidiary has investment interests in any business owned or controlled by any third party

3 2 18 **Absence of Guarantees**

Neither the Company nor the Subsidiary has given or agreed to give, or is a party to or bound by, any Guarantee or surety in respect of indebtedness, or other obligations, of any person, or any other commitment by which the Company or the Subsidiary is, or is contingently, responsible for such indebtedness or other obligations

3 2 19 **Major Suppliers and Customers**

Schedule 3 2 19 to the Disclosure Letter sets forth a listing of the Company's and Subsidiary's ten largest suppliers of goods and services and their ten largest customers, each by dollar revenue or expense, as applicable, during the 12 month period ended October 31, 2014, together with, in each case, the amount paid or billed to or by such suppliers and customers. Since July 31, 2014, there has been no termination or modification or change in the relationship with any such supplier or customer. No such supplier or customer has informed the

Company or the Subsidiary that it intends to change its relationship or the terms upon which it conducts business with the Company or the Subsidiary

3 2 20 Sufficiency of Assets

The property and assets owned or leased by the Company and the Subsidiary are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to Closing

3 2 21 Fixed Assets

Schedule 3 2 21 to the Disclosure Letter sets forth a full and complete list of the Fixed Assets with a value in excess of \$1,000 The Fixed Assets are in good condition, repair and (where applicable) proper working order, having regard to their usage and age and such assets have been properly and regularly maintained

3 2 22 Accounts Receivable

Except as disclosed in Schedule 3 2 22 to the Disclosure Letter, the Accounts Receivable (a) arose from bona fide transactions in the ordinary course of business, (b) are collectible at the aggregate recorded amounts, except to the extent of any reserves provided for such amounts in the accounting and financial Books and Records (which reserves are reasonable and consistent with past practice), and (c) are not subject to any defence, counterclaim or set-off

3 2 23 Business in Compliance with Law

Except as disclosed in Schedule 3 2 23 to the Disclosure Letter, the operations of the Company and the Subsidiary have been and are now conducted in material compliance with all Applicable Laws of each jurisdiction in which the Company or Subsidiary carries on or has carried on the Business and neither the Company nor the Subsidiary has received any notice of any alleged violation of any such Applicable Laws that has not been remedied or rectified

3 2 24 Governmental Authorizations

Except as otherwise set out in Schedule 3 2 24 to the Disclosure Letter (i) the Governmental Authorizations listed in Schedule 3 2 24 to the Disclosure Letter are all the authorizations from any Governmental Authority required by the Company or the Subsidiary to enable it to carry on its business in material compliance with all Applicable Laws, and (ii) the Company and the Subsidiary has obtained each of the Governmental Authorizations required to enable it to carry on its business in material compliance with all Applicable Laws Each of such Governmental Authorizations is in full force and effect in accordance with its terms, and there have been no violations of such Governmental Authorizations that have not been remedied or rectified in all respects so that such Governmental Authorizations are still valid and in good standing, and no proceedings are pending or, to the knowledge of the Majority Shareholders, threatened, which could result in their revocation, termination or limitation and all steps have been taken and filings made on a timely basis with respect to each such Governmental Authorization and its renewal

3 2 25 **Restrictive Covenants**

Except as disclosed in Schedule 3 2 25 to the Disclosure Letter, neither the Company nor the Subsidiary is a party to or bound or affected by any agreement, arrangement, undertaking or other understanding (whether written or oral)

- (a) limiting the freedom of the Company or the Subsidiary to compete in any line of business or any geographic area, acquire goods or services from any suppliers, establish the prices at which it may sell any goods or services, sell goods or services to any customer or potential customer, or transfer or move any of the assets or operations, or
- (b) which have a Material Adverse Effect on its business practices, operations or financial condition or the continued operation of its business after the Closing as presently carried on

3 2 26 **Intellectual Property**

- (a) **Registered Rights** – Schedule 3 2 26 to the Disclosure Letter sets forth a complete list of the Company's Intellectual Property which has been registered, or for which applications for registration has been filed, by or on behalf of the Company or the Subsidiary in any jurisdiction
- (b) **Contracts and Encumbrances** – Schedule 3 2 26 to the Disclosure Letter sets forth a complete list of all Contracts and Encumbrances (other than Permitted Encumbrances) relating to any of the Company's Intellectual Property, excluding licenses for "off the shelf" computer software that is readily available in the marketplace, confidentiality and non-disclosure agreements with third parties, and licenses and confidentiality provisions contained in Contracts for the sale of a product to customers in the ordinary course of business of the Company and the Subsidiary True and complete copies of such Contracts and Encumbrances have been provided to the Purchaser and such Contracts and Encumbrances are in full force and effect and no material default exists on the part of the Company or the Subsidiary or, to the knowledge of the Majority Shareholders, on the part of the other parties to such Contracts and Encumbrances
- (c) **Licenses** – The Company and the Subsidiary are using or holding any of the Company's Intellectual Property of which it is not the sole beneficial owner with the consent of or a licence from the owner of such Intellectual Property Rights, all of which such consents or licences are in full force and effect True and complete copies of such licences and consents have been provided to the Purchaser and no default under such licences and consents exists on the part of the Company or the Subsidiary or, to the knowledge of the Majority Shareholders, on the part of any of the other parties to such licences and consents
- (d) **Validity** – Except as disclosed in Schedule 3 2 26 to the Disclosure Letter, all of the Company's Intellectual Property is in full force and effect and has not been used or enforced or failed to be used or enforced in a manner that would result in its abandonment, cancellation or unenforceability,
- (e) **Infringements by the Company** – Except as disclosed in Schedule 3 2 26 to the Disclosure Letter

- (i) there are no Legal Proceedings in progress or pending or, to the knowledge of the Majority Shareholders, threatened against the Company or the Subsidiary relating to the Company's Intellectual Property and, to the Majority Shareholders' knowledge, there is no reasonable basis for any such Legal Proceeding, and
 - (ii) to the knowledge of the Majority Shareholders, the carrying on of the Business by the Company and the Subsidiary and the use, possession, reproduction, distribution, sale, licensing, sublicensing or other dealings involving any of the Company's Intellectual Property in connection with such business does not breach, violate, infringe or interfere with any rights of any other person
- (f) Third Party Infringements – Except as disclosed in Schedule 3.2.26 to the Disclosure Letter
- (i) there are no Legal Proceedings by the Company or the Subsidiary relating to breaches, violations, infringements or interferences with any of the Company's Intellectual Property by any other person and the Majority Shareholders have no knowledge of any facts upon which such a Legal Proceeding by the Company or the Subsidiary could be based, and
 - (ii) to the Majority Shareholders' knowledge, no other person is using any of the Company's Intellectual Property so as to breach, violate, infringe or interfere with the rights of the Company or the Subsidiary
- (g) Information Technology – Except as set out in Schedule 3.2.26(g) to the Disclosure Letter, the Company's Intellectual Property
- (i) is suitable for the purposes for which it is being used by the Company and the Subsidiary,
 - (ii) is complete and no other computer hardware, software, system or other information technology is needed in order to carry on the Company's and Subsidiary's business,
 - (iii) is free from known material defects or deficiencies, and
 - (iv) does not contain any disabling mechanisms or protection features which are designed to disrupt or prevent the use of the Company's Intellectual Property, including computer viruses, time locks or any code, instruction or device that may be used without authority to access, modify, delete or damage any of the Company's Intellectual Property
- (h) Officers, Employees and Consultants – The Company's Intellectual Property does not include any intellectual property in respect of which any of the Company's or Subsidiary's current or former officers, Employees or consultants have any rights, including, without limitation, moral rights. All of the Company's Intellectual Property developed by the Company's or Subsidiary's current and former officers, Employees and consultants has been validly assigned to the Company or the Subsidiary free and clear of any rights of or claims by such officers, Employees and consultants

3 2 27 **Equipment Leases**

Schedule 3 2 27 to the Disclosure Letter sets forth a complete list of all Equipment Leases together with a description of the equipment and other assets to which the Equipment Leases relate. True and complete copies of all of the Equipment Leases have been provided to the Purchaser. All of the Equipment Leases are in full force and effect, unamended and no default exists on the part of the Company or the Subsidiary or, to the knowledge of the Majority Shareholders, on the part of any of the other parties to such Equipment Leases. The interest of the Company or the Subsidiary under each of the Equipment Leases is held free and clear of any Encumbrance, other than Permitted Encumbrances, and all payments due from the Company or the Subsidiary under the Equipment Leases have been duly and punctually paid.

3 2 28 **Real Property**

Neither the Company nor the Subsidiary owns any Real Property.

3 2 29 **Leases**

- (a) Schedule 3 2 29 to the Disclosure Letter sets forth a complete list of the Leases. The Majority Shareholders have provided to the Purchaser true and complete copies of each Lease that is in writing and summaries of the terms of all Leases that are not in writing by reference to all relevant documents including details of parties thereto and dates of documents as well as details of annual rent payable, any discounts or premiums associated therewith, current terms, renewal rights, security deposits (or prepaid rent), and area of premises.
- (b) Other than as set forth in Schedule 3 2 29 to the Disclosure Letter, the Leases have not been altered or amended and are in full force and effect as of the date hereof.
- (c) There are no agreements or understandings between the landlord and tenant, or sublandlord and the Company or the Subsidiary, as subtenant or between the Company or the Subsidiary and any other relevant party, other than as contained in the Leases, pertaining to the rights and obligations of the parties to the Leases or relating to the use and occupation of the Leases.
- (d) All payments required to be made by the Company or the Subsidiary up to the date hereof pursuant to the Leases have been paid. Neither the Company nor the Subsidiary is in default in meeting any of its obligations under any of the Leases, no event exists which but for the passage of time or the giving of notice, or both, would constitute a default of the Company or the Subsidiary under the Leases and no party to any Lease has claimed any default by the Company or the Subsidiary or, to the knowledge of the Majority Shareholders, is taking action purportedly based on such a default.
- (e) To the knowledge of the Majority Shareholders, none of the landlords, sublandlords, tenants, subtenants or other relevant parties under any of the Leases is in default in meeting any of its obligations under the Leases to which it is a party.
- (f) Neither the Company nor the Subsidiary has an option, right of first refusal or other contractual right relating to the Leases, other than as set out in the Leases.

- (g) To the knowledge of the Majority Shareholders (i) no event exists which, but for the passing of time or the giving of notice, or both, would constitute a default by any party (other than the Company or the Subsidiary) to any of the Leases, and (ii) no party to any Lease is claiming any such default or taking any action purportedly based upon any such default
- (h) Neither the Company nor the Subsidiary has waived, or omitted to take any action in respect of, any material rights under any of the Leases

3 2 30 **Environmental Matters**

The Company and the Subsidiary carry on the Business and operate and maintain the Leased Property and their assets used in the Business in compliance with Environmental Laws and, to the knowledge of the Majority Shareholders, there are no facts that could reasonably give rise to a notice of non-compliance by the Company or the Subsidiary with any Environmental Law Neither the Company nor the Subsidiary requires any Environmental Licenses for it to operate the Business as presently operated and to own, use and operate the properties and assets used in the Business as presently owned, used and operated

3 2 31 **Employment Relations**

- (a) No unfair labour practice complaint against the Company or the Subsidiary is pending before any Governmental Authority,
- (b) There is no organized labour strike, dispute, slowdown or stoppage pending or, to the knowledge of the Majority Shareholders, threatened against or involving the Business,
- (c) There are no labour unions representing or, to the knowledge of the Majority Shareholders, attempting to represent the employees of the Company or the Subsidiary,
- (d) There are no collective bargaining agreements in effect or being negotiated by the Company or the Subsidiary, and
- (e) Neither the Company or the Subsidiary has experienced any work stoppage or similar organized labour dispute during the last three years

There is no Legal Proceeding pending or, to the knowledge of the Majority Shareholders, threatened between the Company or the Subsidiary and (i) any employees or former employees of the Company or the Subsidiary, (ii) agents or former agents of the Company or the Subsidiary, (iii) job applicants, or (iv) any association or group of any employees of the Company or the Subsidiary

3 2 32 **Compensation of Employees**

The Majority Shareholders have delivered to the Purchaser an accurate and complete list showing by employee identifier (a) the positions of all Employees and consultants of the Company and the Subsidiary, together with a statement of the current annual salary, or annual fees, as the case may be, and the annual salary or annual fees, bonus and incentive compensation paid or payable with respect to fiscal year 2014, and, based on the anticipated growth and performance of the Company and the historic performance of such Employees and consultants of the Company and the Subsidiary, a statement of the projected annual salary or

annual fees, bonus and incentive compensation payable with respect to the fiscal year ended July 31, 2015, (b) the names of all retired Employees, if any, of the Company or the Subsidiary who are receiving or entitled to receive any post-retirement healthcare or life insurance benefits or any payments from the Company or the Subsidiary not covered by any pension plan to which the Company or the Subsidiary is a party, their ages and current unfunded pension rate, if any, and (c) a description of the current severance and vacation policy, if any, of the Company and the Subsidiary. Neither the Company nor the Subsidiary, because of past practices or previous commitments with respect to its Employees, established any rights on the part of any of its Employees to additional compensation with respect to any period after the Closing Date (other than wage increases in the ordinary course of business). Except as set out in Schedule 3.2.32 as delivered to the Purchaser, the Company and the Subsidiary have each properly classified and compensated all Employees and consultants in accordance with all Applicable Laws and Orders of any Governmental Authority.

3.2.33 Employee Benefit Matters

- (a) The Majority Shareholders have delivered to the Purchaser a list of all Employee Benefit Plans, whether covering one person or more than one person. The Majority Shareholders have delivered to the Purchaser, to the extent applicable, a complete and accurate copy of (a) each written Employee Benefit Plan and descriptions of any unwritten Employee Benefit Plan (including all amendments thereto whether or not such amendments are currently effective), (b) each summary plan description and all summaries of modifications relating to an Employee Benefit Plan, (c) each trust agreement or other funding arrangement with respect to each Employee Benefit Plan, including insurance contracts, and (d) the three most recently prepared actuarial reports (if applicable) and financial statements in connection with each Employee Benefit Plan. None of the Majority Shareholders, the Subsidiary or the Company has made any commitment (i) to create or cause to exist any Employee Benefit Plan not set forth in the list delivered by the Majority Shareholders to the Purchaser or (ii) to modify, change or terminate any Employee Benefit Plan.
- (b) None of the Employee Benefit Plans, nor, except as set forth in the list the Majority Shareholders have delivered to the Purchaser, any employment agreement or any Contract of similar nature to which the Subsidiary or the Company is a party or bound, (a) provides for the payment of or obligates the Subsidiary or the Company to pay severance, termination or similar-type benefits to any person, other than as required by Applicable Law, or (b) obligates the Subsidiary or the Company to pay severance pay or termination pay or similar-type benefits as a result of any transaction contemplated by this Agreement or as a result of a change in control of the Company or the Subsidiary.
- (c) All contributions, premiums or payments (including all employer contributions and, if applicable, employee salary reduction contributions) required to be made, paid or accrued by the Company or the Subsidiary with respect to any Employee Benefit Plan have been made, paid or accrued on or before their due dates, including extensions thereof. All such contributions have been fully deducted or in the case of the current year will be deducted for income tax purposes and no such deduction has been challenged or disallowed by any Governmental Authority, and to the knowledge of the Majority Shareholders no fact or event exists which could give rise to any such challenge or disallowance.

3 2 34 **Personal Information**

The Company and the Subsidiary have a written privacy policy which governs the collection, use and disclosure of Personal Information and are in compliance in all material respects with such policies. To the knowledge of the Majority Shareholders (i) no misuse or misappropriation of Personal Information has occurred in respect of the Business, and (ii) no claims of any misuse or, misappropriation of Personal Information have been made or asserted in respect of the operations of the Business.

3 2 35 **Insurance**

The assets of the Company and the Subsidiary are insured against loss or damage by such risks as are reasonable for prudent owners of comparable assets on a replacement cost basis. Schedule 3 2 35 to the Disclosure Letter contains a complete list of all insurance policies maintained by the Company or the Subsidiary or under which the Company or the Subsidiary is covered in respect of its properties, assets, business or personnel as of the date hereof (in each case specifying the insurer and policy number, named insured and loss payee, the beneficiary, the amount of coverage, the type of insurance, the amount of deductible, if any, and particulars of any pending claims thereunder). Correct and complete copies of all such insurance policies have been provided to the Purchaser. All such insurance policies are in full force and effect and neither the Company nor the Subsidiary is in default with respect to the payment of any premium or compliance with any of the provisions of any such insurance policy. Neither the Company nor the Subsidiary has received notice from any insurers regarding cancellation of any such insurance policy. Neither the Company nor the Subsidiary has failed to present any claim under any such insurance policy in a due and timely fashion. Neither the Company nor the Subsidiary has received notice from any of the insurers denying any claims.

3 2 36 **Material Contracts**

- (a) Schedule 3 2 36 to the Disclosure Letter sets out any of the following to which either the Company or the Subsidiary is a party to, is bound by or has the benefit of (except customer Contracts that produce annual revenue equal to or less than \$5,000)
- (i) distributor, sales, advertising, agency or manufacturer's representative Contract,
 - (ii) continuing Contract for the purchase of materials, supplies, equipment or services involving the payment by the Company or the Subsidiary of more than \$50,000 in respect of any such Contract, except for purchases of inventory in the ordinary course of business of the Company and the Subsidiary,
 - (iii) trust indenture, mortgage, promissory note, loan agreement, guarantee or other Contract for the borrowing of money, the provision of financial assistance of any kind or a leasing transaction of a type required to be capitalized in accordance with ASPE, or any Contract creating an Encumbrance relating thereto,
 - (iv) commitment for charitable contributions in excess of \$50,000 in the aggregate,

- (v) Contract for capital expenditures in excess of \$50,000 in the aggregate,
- (vi) Contract for the sale of any assets in excess of \$50,000 in the aggregate,
- (vii) Contract pursuant to which the Company or Subsidiary is a lessor or lessee of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property material to the Business,
- (viii) confidentiality, secrecy or non-disclosure Contract (whether the Company or Subsidiary is a beneficiary or obligor thereunder) relating to any proprietary or confidential information or any non-competition or similar Contract, except for confidentiality, secrecy or non-disclosure covenants or obligations contained in Contracts for the sale of a product to customers in the ordinary course of business of the Company and the Subsidiary,
- (ix) license, franchise or other Contract under which the Company or the Subsidiary has licensed or otherwise granted rights in any Company Intellectual Property to any person (except for licenses implied by the sale of a product to customers in the ordinary course of business) or any third party has licensed or sublicensed to the Company or Subsidiary, or otherwise authorized the Company or Subsidiary to use, any Intellectual Property Rights of a third party (except for software licensed to the Company or the Subsidiary under generally available retail shrink-wrap or click wrap licenses which is used in the Business, but not incorporated into software, products or services licensed or sold, or anticipated to be licensed or sold, by the Company or the Subsidiary to customers or otherwise resold or distributed by the Company or the Subsidiary),
- (x) Contract under which the Company or the Subsidiary licenses any third party to manufacture or reproduce any of the Company's or Subsidiary's products, services or technology or any Contract to sell or distribute any of the Company's or the Subsidiary's products, services or technology,
- (xi) loans, other funding arrangements or assistance programs in favour of the Company or the Subsidiary including, without limitation, any such funding or assistance programs from any Governmental Authority,
- (xii) Leases under which the Company or the Subsidiary leases or subleases any real property as lessee or sublessee, and Equipment Leases,
- (xiii) Contract that is a settlement agreement with respect to any pending or threatened Legal Proceeding relating to Company Intellectual Property,
- (xiv) agreement of guarantee, support, assumption or endorsement of, or any other similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of, or any agreement to provide financial assistance of any kind to, any other person (except for cheques endorsed for collection),

- (xv) Contract that expires, or may expire, if the same is not renewed or extended at the option of any person other than the Company or the Subsidiary, more than one year after the date of this Agreement,
- (xvi) Contract which grants or imposes any right of exclusivity,
- (xvii) Contract which involves payments based in whole or in part, on profits, revenues, fee income or other financial performance measures on the part of the Company or the Subsidiary,
- (xviii) Contract with any officer, director, Employee, shareholder or any other person not dealing at arm's length with the Company or the Subsidiary or any of the Vendors (within the meaning of the Income Tax Act) except for Contracts of employment, or
- (xix) Contract entered into by the Company or the Subsidiary other than in the ordinary course of business except for Contracts of employment,

(collectively, the "**Material Contracts**") Except for the Material Contracts disclosed in Schedule 3 2 36, neither the Company nor the Subsidiary is a party to, is bound by or has the benefit of any of (i) to (xix)

- (b) The Majority Shareholders have delivered to the Purchaser an accurate and complete copy (in the case of each written Material Contract) or an accurate and complete written summary (in the case of each oral Material Contract) of each of the Material Contracts With respect to each such Material Contract
 - (i) the Material Contract is legal, valid, binding, enforceable and in full force and effect,
 - (ii) the Company and the Subsidiary and, to the knowledge of the Majority Shareholders, the other parties to the Material Contract have performed, in all material respects, all of their respective obligations required to be performed under such Material Contract,
 - (iii) neither the Company nor the Subsidiary is nor, to the Majority Shareholders' knowledge, is any other party to the Material Contract in material breach or default under such Material Contract and no event has occurred or circumstance exists that (with or without notice, lapse of time or both) would constitute a breach or default by the Company or the Subsidiary or, to the Majority Shareholders' knowledge, by any such other party or permit termination, cancellation, acceleration, suspension or modification of any obligation or loss of any benefit under, result in any payment becoming due under, result in the imposition of any Encumbrances on any of the properties or assets of the Company or the Subsidiary under, or otherwise give rise to any right on the part of any person to exercise any remedy or obtain any relief under the Material Contract, nor has the Company or the Subsidiary given or received notice or other communication alleging the same, and

- (iv) such Material Contract is not under negotiation (nor has written demand for any renegotiation been made), no party has repudiated any portion of such Material Contract and the Majority Shareholders have no knowledge that any party to such Material Contract does not intend to renew it at the end of its current term
- (c) None of the Majority Shareholders is a party to, or is otherwise bound by, any Contract, including any confidentiality, non-competition or proprietary rights agreement, with any other person that in any way adversely affects or will affect (i) the performance of his or her duties for the Company or the Subsidiary, (ii) his or her ability to assign to the Company or the Subsidiary rights to any invention, improvement, discovery or information relating to the Business or (iii) the ability of the Company or the Subsidiary to conduct the Business

3 2 37 **Litigation**

Except as disclosed in Schedule 3 2 37 to the Disclosure Letter, there is no Legal Proceeding in progress or pending, or, to the knowledge of the Majority Shareholders, threatened against or relating to the Vendors or the Company or the Subsidiary by any person (including, without limitation, the Company or the Subsidiary) before any Governmental Authority and the Majority Shareholders have no knowledge of any existing ground on which any such Legal Proceeding might be commenced with any reasonable likelihood of success. Except as disclosed in Schedule 3 2 37 to the Disclosure Letter, there is no judgment, decree, injunction, rule or Order outstanding against the Company or the Subsidiary. The Purchaser has been provided with copies of all of the audit response letters from counsel to the Company or the Subsidiary for the last five years, if applicable.

3 2 38 **Tax Matters**

Except as disclosed in Schedule 3 2 38 to the Disclosure Letter

- (a) The Company and the Subsidiary have each duly and timely made or prepared all Tax Returns required to be made or prepared by them under Applicable Laws, have duly and timely filed all Tax Returns required to be filed by them under Applicable Laws with the appropriate Governmental Authority and have duly, completely and correctly reported all income and all other amounts and information required to be reported thereon
- (b) Neither the Company nor the Subsidiary has been required to file any Tax Return with, and has never been liable to pay any Taxes to, any Governmental Authority outside Canada or the United States. No request to file a Tax Return has ever been made by a Governmental Authority in a jurisdiction where the Company or the Subsidiary does not file Tax Returns. Neither the Company nor the Subsidiary has a permanent establishment in any country other than its country of incorporation or amalgamation, as the case may be
- (c) The Company and the Subsidiary have duly and timely paid all Taxes as provided in all Tax Returns filed by them in accordance with all Applicable Laws, including all instalments on account of Taxes for the current year that are due and payable by them in accordance with Applicable Laws whether or not assessed by the appropriate Governmental Authority. Provisions have been made on the Financial Statements for Taxes owing by any of the Company and

the Subsidiary that were not yet due and payable by the date of the Financial Statements and that relate to periods ending on or prior to the date of the Financial Statements in accordance with ASPE

- (d) Neither the Company nor the Subsidiary has requested, offered to enter into or entered into any agreement or other arrangement, or executed any waiver, providing for any extension of time within which (i) to file any Tax Return covering any Taxes for which the Company or the Subsidiary is or may be liable, (ii) to file any elections, designations or similar filings relating to Taxes for which the Company or the Subsidiary is or may be liable, (iii) the Company or the Subsidiary is required to pay or remit any Taxes or amounts on account of Taxes, or (iv) any Governmental Authority may assess or collect Taxes for which the Company or the Subsidiary is or may be liable
- (e) Other than those agreements and arrangements described in Section 3.2.38(d), neither the Company nor the Subsidiary has made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement, without the consent of the Purchaser, in respect of Taxes or Tax Returns that has effect for any period ending after the Closing Date
- (f) All Tax Returns required to be filed by the Company and the Subsidiary in accordance with Applicable Laws for all taxation years or periods ending on or prior to July 31, 2013 have been assessed by the relevant Governmental Authorities and notices of assessments have been issued to each such entity by the relevant Governmental Authorities
- (g) There are no proceedings, investigations or audits pending or, to the knowledge of the Majority Shareholders, threatened against the Company or the Subsidiary relating to any amount of Taxes in respect of any period ending before the Closing Times. No event has occurred or circumstance exists which could reasonably be expected to give rise to or serve as a valid basis for the commencement of any such proceeding, investigation or audit. There are no matters under discussion, audit or appeal with any Governmental Authority relating to any amount of Taxes in respect of any period ending before the Closing Times
- (h) The Company and the Subsidiary have duly and timely withheld all Taxes and other amounts required by Applicable Law to be withheld by them (including Taxes and other amounts required to be withheld by them in respect of any amount paid or credited or deemed to be paid or credited by them to or for the account or benefit of any person, including any Employee, officer or director and any non-resident person), and have duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Applicable Law to be remitted by them
- (i) The Company and the Subsidiary have duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Applicable Law to be collected by them and have duly and timely remitted to the appropriate Governmental Authority any such amounts required by Applicable Law to be remitted by them

- (j) Except pursuant to this Agreement or as specifically disclosed in writing to the Purchaser, for purposes of the Income Tax Act, the Code or any other applicable provincial tax legislation, no person or group of persons has ever acquired control of any of the Company or the Subsidiary
- (k) None of sections 78, 80, 80 01, 80 02, 80 03 or 80 04 of the Income Tax Act or any equivalent provision of the Code or any applicable provincial tax legislation have applied or will apply to the Company or the Subsidiary for any period ending before the Closing Times
- (l) Neither the Company nor the Subsidiary has acquired property from a non-arm's length person, within the meaning of the Income Tax Act, for consideration, the value of which is less than the fair market value of the property acquired in circumstances which could subject it to a liability under section 160 of the Tax Act or any equivalent provision of the Code
- (m) For all transactions between the Company and/or the Subsidiary and any non-resident person with whom the Company or the Subsidiary was not dealing at arm's length, within the meaning of the Income Tax Act, during a taxation year commencing after 1998 and ending before the Closing Times, the Company and/or the Subsidiary has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) and (b) of the Income Tax Act or any equivalent provision of the Code
- (n) Neither the Company nor the Subsidiary has received any requirement pursuant to Section 224 of the Income Tax Act or any equivalent provision of the Code which remains unsatisfied in any respect
- (o) No circumstances exist and no transaction or event or series of transactions or events has occurred or commenced prior to the Closing Times which has resulted or could, to the knowledge of the Majority Shareholders, result in the application, either before, on or after the Closing Times of section 17 of the Income Tax Act or any equivalent provision of the Code to the Company or the Subsidiary
- (p) The Company is duly registered under subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax and its registration number is 124731167
- (q) Neither the Company nor the Subsidiary have claimed any reserve for Tax purposes in respect of any period ending before the Closing Times that would result in any amount being included in its income for a taxation year ending after the Closing Times. Neither the Company nor the Subsidiary have made any payment, nor are either of them obligated to make any payment, and neither of them are a party to any agreement under which either of them could be obligated to make any payment, that may result in an amount not being deductible by virtue of section 67 of the Income Tax Act or any equivalent provision of the Code in respect of any period ending before the Closing Times
- (r) The Purchaser has been provided with copies of all Tax Returns and all assessments and reassessments disclosed in Schedule 3.2.38 to the Disclosure Letter issued by any Governmental Authority relating to Taxes of the Company

and the Subsidiary for the taxation years ending on July 31, 2011, 2012 and 2013

3 2 39 **Books and Records**

All Books and Records that the Purchaser has requested have been made available to the Purchaser. The financial books and records and financial accounts included in the Books and Records have been kept on a basis consistent with those of preceding accounting periods and fairly and correctly set out and disclose the current financial position and condition of the Company and the Subsidiary. All material transactions involving the Company or the Subsidiary have been accurately recorded in such books and records. All vacation pay, bonuses, commissions and other emoluments relating to each of the Employees have been accrued to date in such books.

3 2 40 **Corporate Records**

- (a) The Articles and by-laws of the Company and the Subsidiary, including any and all amendments, have been delivered or made available to the Purchaser and such Articles and by-laws as so amended are in full force and effect and, except as disclosed in Schedule 3 2 40 to the Disclosure Letter, no amendments are being made to the same.
- (b) The corporate records and minute books for the Company and the Subsidiary have been delivered or made available to the Purchaser. Except as disclosed in Schedule 3 2 40 to the Disclosure Letter, the minute books include complete and accurate minutes of all meetings of the directors and shareholders of the Company and the Subsidiary held to date and all resolutions passed by the directors and shareholders of the Company and Subsidiary on consent, since the date of its incorporation. Except as disclosed in Schedule 3 2 40 to the Disclosure Letter, the share certificate book, register of shareholders, register of transfers and register of directors for the Company and the Subsidiary are complete and accurate in all material respects.

3 2 41 **Management Recommendation Letters**

No management recommendation letters have been received by the Company or the Subsidiary or their boards of directors from its current auditor, or any previous auditor of the Company or the Subsidiary during the last five years.

3 2 42 **Warranties, Discounts and Trade Allowances**

Except as disclosed in Schedule 3 2 42 to the Disclosure Letter or in the other Schedules to the Disclosure Letter

- (a) neither the Company nor the Subsidiary has given any guarantee or warranty in respect of any of the products sold or the services provided by it, except warranties made in the ordinary course of business and in the form of the Company's or Subsidiary's standard written warranty, a true and complete copy of which has been provided to the Purchaser, and except for warranties implied by Applicable Law,

- (b) during each of the five fiscal years of the Company and the Subsidiary ended immediately preceding the date of this Agreement, no claims have been made against the Company or the Subsidiary for breach of warranty or contract or for negligence or for a price adjustment or other concession in respect of any defect in or failure to perform or deliver any products, services or work,
- (c) there are no repair contracts or maintenance obligations of the Company or the Subsidiary in favour of the customers or users of products of the Business, except obligations incurred in the ordinary course of business and in accordance with the Company's or Subsidiary's standard terms, a true and complete copy of which has been provided to the Purchaser,
- (d) neither the Company nor the Subsidiary is now subject to any agreement or commitment, and neither the Company nor the Subsidiary has, within five years prior to the date hereof, entered into any agreement with or made any commitment to any customer of the Business which would require the Company or the Subsidiary to repurchase any products sold to such customers or to adjust any price or grant any refund, discount, rebate or other concession to such customer, and
- (e) neither the Company nor the Subsidiary is required to provide any letters of credit, bonds or other financial security arrangements in connection with any transactions with its suppliers or customers

3 2 43 **Third Party Consents**

Schedule 3 2 43 to the Disclosure Letter sets forth a complete list of all notifications, approvals and Consents required by any Material Contracts or Applicable Laws to be obtained by the Vendors, the Company and/or the Subsidiary in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement

3 2 44 **Location of the Assets**

Except as disclosed in Schedule 3 2 44 to the Disclosure Letter, all of the tangible assets of the Company and the Subsidiary are located on the Leased Property or are in transit to or from the Leased Property

3 2 45 **Bank Accounts, etc**

Schedule 3 2 45 to the Disclosure Letter sets forth a complete list of all financial institutions in which the Company or the Subsidiary maintain any depository account, trust account or safety deposit box and the names of all persons authorized to draw on or who have access to such accounts or safety deposit boxes

3 2 46 **Powers of Attorney**

Neither the Company nor the Subsidiary has granted any outstanding powers of attorney to act on behalf of the Company or the Subsidiary

3 2 47 Disclosure

Any disclosure or qualification set forth in the Disclosure Letter which provides disclosure and qualification of a particular representation or warranty or covenant of the Vendors or the Majority Shareholders in this Agreement shall be deemed to be sufficient and adequate disclosure and qualification of all other representations or warranties or covenants of the Vendors or the Majority Shareholders to which the applicability of such disclosure and qualification is reasonably apparent, without the requirement for restating such disclosure and qualification elsewhere in the Disclosure Letter. The Disclosure Letter is qualified in its entirety by reference to this Agreement and none of the statements contained therein are intended to constitute, and shall not be deemed or construed to constitute, representations or warranties of the Vendors or the Majority Shareholders, except as and to the extent set forth in this Agreement. Inclusion of an item in the Disclosure Letter shall not, in and of itself, establish the materiality of an item or any standard of materiality. Further, no item in the Disclosure Letter relating to any possible breach or violation of any Contract, Applicable Law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, and nothing in the Disclosure Letter constitutes an admission of any liability or obligation of the Company or the Subsidiary to any third party or shall confer or give to any third party any remedy, Claim, liability, reimbursement, cause of action or other right.

3 3 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendors as set out in this Section 3 3 and acknowledges that the Vendors are relying on such representations and warranties in connection with the transactions contemplated in this Agreement.

3 3 1 Incorporation, Authority and Enforceability

The Purchaser is a corporation duly incorporated and subsisting under the laws of the Province of Ontario and has the corporate power and capacity to enter into this Agreement, to purchase the Purchased Shares from the Vendors as herein contemplated and to perform its other obligations hereunder. The execution and delivery of this Agreement and the completion of the transactions herein contemplated have been duly and validly authorized by all necessary corporate action on behalf of the Purchaser and this Agreement has been duly and validly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

3 3 2 Non-Contravention

None of the execution, delivery or performance of this Agreement or any Closing Document by the Purchaser will contravene any provision of its constating documents nor will contravene any Applicable Laws that would prevent or significantly impede the purchase of the Purchased Shares by the Purchaser or the completion of the other transactions contemplated by this Agreement and each Closing Document.

3 3 3 Consents and Approvals

No authorization, consent or approval of, or filing with or notice to, any Governmental Authority or other person is required in connection with the execution, delivery or performance by the Purchaser of this Agreement or any Closing Document.

3 3 4 Consideration Shares

Upon Closing, the Purchaser shall have the full corporate power and authority to issue the Consideration Shares and the Consideration Shares shall be duly and validly authorized, allotted and reserved for issuance, and upon Closing (i) the Consideration Shares shall be issued as fully paid and non-assessable, free and clear of any encumbrances or rights of third parties, voting trusts, unanimous or other shareholder agreement (with the exception of the Klass Shareholders' Agreement), proxies and other interest, claims or demands of every kind or nature whatsoever (other than such as may be permitted under the Klass Shareholders' Agreement and created by, through or under Elaine, Brian or Peter), and (ii) good title to the Consideration Shares shall vest in Elaine, Brian and Peter

3 3 5 Investment Canada Act

The Purchaser is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada)

3 4 Interpretation

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to or inference from any other statement made in a representation and warranty of such Party

3 5 Commission and Other Third Party Payables

The Vendors will be solely responsible for the payment of (i) any brokerage commission, finder's fee or other similar payment owed by the Company or any of the Vendors in connection with the transactions and (ii) any payments to third parties that are payable as a result of or in connection with the transactions completed hereunder

3 6 Survival of Representations and Warranties of the Vendor

The representations and warranties of the Vendors contained in this Agreement and in any Closing Document and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement or any Closing Document shall survive the Closing and, notwithstanding the Closing, shall continue in full force and effect for the benefit of the Purchaser provided, however, that no claim in respect thereof shall be valid unless it is made within the following time periods

- (a) in the case of a claim in respect of the representations or warranties contained in Section 3 1, Section 3 2 6 and Section 3 2 10, and in the case of a claim in respect of a representation or warranty based on fraud, including a claim relating to any Tax liability of the Company or the Subsidiary based on any misrepresentation made or fraud committed in filing a Tax Return or supplying information for purposes of any applicable Tax Legislation, within the maximum period permitted by Applicable Laws This Section 3 6(a) and Section 3 6(b) below shall not be construed as an agreement pursuant to Section 7(1) of the *Limitations Act* (Alberta) for the extension of a limitation period thereunder,
- (b) in the case of a claim in respect of Section 3 2 38, other than a claim in respect of a misrepresentation made or fraud committed in filing a Tax Return or

supplying information for the purposes of any applicable Tax Legislation, within a period commencing on the Closing Date and ending on the date on which the last applicable limitation period under any applicable Tax Legislation expires with respect to any taxation year which is relevant in determining any liability under this Agreement with respect to Tax matters,

- (c) in the case of a claim in respect of any other representation or warranty by the Vendors, within a period of one year from the Closing Date,

and any such claim as aforesaid shall be made in accordance with the provisions set forth in Article 5 and, upon the expiry of the relevant limitation period referred to in clauses (b) and (c) of this Section 3 6, the Vendors shall have no further liability to the Purchaser with respect to the representations or warranties referred to in such clauses, respectively, except in respect of claims which have theretofore been made in accordance with the provisions set forth above

3 7 **Survival of Representations and Warranties of the Purchaser**

The representations and warranties of the Purchaser contained in this Agreement and in any Closing Document and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement or any Closing Document shall survive the Closing and, notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendors provided, however, that no claim in respect thereof shall be valid unless it is made within the following time periods

- (a) in the case of a claim in respect of the representations and warranties set forth in Section 3 3, within the maximum period permitted by Applicable Laws This Section 3 7(a) shall not be construed as an agreement pursuant to Section 7(1) of the *Limitations Act (Alberta)* for the extension of a limitation period thereunder, and
- (b) in the case of a claim in respect of any other representation and warranty, within a period of one year from the Closing Date,

and any such claim shall be made in accordance with the provisions set forth in Article 5 and, upon the expiry of the relevant limitation period, the Purchaser shall have no further liability to the Vendors with respect to any of such representations or warranties, except with respect to claims which have been properly made in accordance with the provisions set forth above

ARTICLE 4 CONDITIONS OF CLOSING

4 1 **Conditions for the Benefit of the Purchaser**

The transactions herein contemplated, including the sale and purchase of the Purchased Shares and repurchase of the Repurchased Shares each in accordance with the terms of this Agreement, are subject to the conditions precedent set out in this Section 4 1, each of which is hereby declared to be for the exclusive benefit of the Purchaser Each of such conditions is to be satisfied in full at or prior to the Closing Times Each of the Vendors covenants and agrees to use its best efforts to cause each of such conditions to be fulfilled at or prior to the Closing Times Contemporaneously with the execution of this Agreement, each Vendor will deliver or cause others, as applicable, to deliver the following documents to the Purchaser

- (a) assignments or other instruments of transfer duly endorsed in blank, or accompanied by share powers or other instruments of transfer duly executed in blank, and otherwise in form and substance reasonably acceptable to Purchaser, for transfer of the Purchased Shares to Purchaser,
- (b) share certificates representing the Repurchased Shares having been duly cancelled,
- (c) evidence of termination of the Company Shareholders' Agreement by all parties to such agreement,
- (d) the Klass Shareholders' Agreement duly executed by each of Elaine, Brian and Peter,
- (e) the Books and Records of the Company and any predecessor companies thereof,
- (f) the Employment Agreements duly executed by Elaine, Brian and Peter,
- (g) the Non-Competition and Non-Solicitation Agreements duly executed by Elaine, Brian and Peter,
- (h) an election form under section 56 4 of the Income Tax Act duly executed by Elaine, Brian, Peter and the Company, if applicable,
- (i) election forms under section 85 of the Income Tax Act duly executed by Elaine, Brian, Peter and the Company, if applicable,
- (j) a copy certified by an officer of the Company of the articles of amalgamation and by-laws of the Company and of the resolution of the Company's directors approving the subject matter of this Agreement, including the transfer of the Purchased Shares to Purchaser and the repurchase of the Repurchased Shares by the Company,
- (k) a current certificate of status from the Alberta Registrar of Corporations in respect of the Company,
- (l) a current certificate of status from the Nevada Secretary of State in respect of the Subsidiary,
- (m) evidence of the giving of or receipt of all the Consents listed in Schedule 3 2 43 to the Disclosure Letter,
- (n) evidence that all indebtedness, if any, of the Company and Subsidiary has been repaid,
- (o) a release, in form and substance satisfactory to the Purchaser, from each Vendor in respect to all claims against the Company up to the Closing Times,
- (p) a resignation from Denis and from each of the directors of the Company and the Subsidiary,
- (q) evidence that the Pre-Closing Reorganization shall have been completed in accordance with the steps set forth in Schedule 2 1 to this Agreement, and

- (r) such other certificates, instruments of conveyance and documents required by this Agreement or as may reasonably be requested by Purchaser and agreed to by the Vendors to carry out the intent and purposes of this Agreement

4.2 **Conditions for the Benefit of the Vendors**

The transactions herein contemplated, including the sale and purchase of the Purchased Shares and repurchase of the Repurchased Shares each in accordance with the terms of this Agreement, are subject to the conditions precedent set out in this Section 4.2, each of which is hereby declared to be for the exclusive benefit of the Vendors. Each of such conditions is to be satisfied in full at or prior to the Closing Times. The Purchaser covenants and agrees to use its best efforts to cause each of such conditions to be fulfilled at or prior to the Closing Times. Contemporaneously with the execution of this Agreement, Purchaser will deliver to the Vendors the Closing Payment and Repurchase Price as required by Sections 2.4 and 2.5 and also deliver, or cause others to deliver, the following documents:

- (a) the Klass Shareholders' Agreement duly executed by the Purchaser and any shareholders of the Purchaser other than Elaine, Peter and Brian,
- (b) the Employment Agreements duly executed by the Company,
- (c) the Non-Competition and Non-Solicitation Agreements duly executed by the Purchaser and the Company,
- (d) an election form under section 56.4 of the Income Tax Act duly executed by the Purchaser, if applicable,
- (e) election forms under section 85 of the Income Tax Act duly executed by the Purchaser, if applicable,
- (f) a copy certified by an officer of the Purchaser of the articles of incorporation and by-laws of the Purchaser and of the resolution of the Purchaser's directors approving the subject matter of this Agreement, including the issuance of the Consideration Shares as fully paid and non-assessable,
- (g) a current certificate of status in respect of the Purchaser from the Ontario Ministry of Government Services,
- (h) share certificates representing the Considerations Shares, duly endorsed, and registered in the names of Elaine, Peter and Brian,
- (i) evidence that the Pre-Closing Reorganization shall have been completed in accordance with the steps set forth in Schedule 2.1 to this Agreement, and
- (j) such other certificates, instruments and documents required by this Agreement or as may be reasonably requested by the Vendors and agreed to by the Purchaser to carry out the intent and purposes of this Agreement

4.3 **Waiver or Termination by the Purchaser**

The conditions contained in Section 4.1 are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time. The Vendors acknowledge that the waiver by the Purchaser of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the

case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Vendors herein that corresponds or is related to such condition or such part of such condition, as the case may be. If any of the conditions contained in Section 4.1 are not fulfilled or complied with as herein provided, the Purchaser may, at or prior to the Closing Times, rescind this Agreement by notice in writing to the Vendors and in such event the Purchaser shall be released from all obligations hereunder and, unless the condition or conditions which have not been fulfilled are reasonably capable of being fulfilled or caused to be fulfilled by the Vendors or the Company, then the Vendors shall also be released from all obligations hereunder.

4.4 **Waiver or Termination by the Vendors**

The conditions contained in Section 4.2 are inserted for the exclusive benefit of the Vendors and may be waived in whole or in part by the Vendors at any time. The Purchaser acknowledges that the waiver by the Vendors of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Purchaser herein that corresponds or is related to such condition or such part of such condition, as the case may be. If any of the conditions contained in Section 4.2 are not fulfilled or complied with as herein provided, the Vendors may, at or prior to the Closing Times at their option, rescind this Agreement by notice in writing to the Purchaser and in such event the Vendors shall be released from all obligations hereunder and, unless the condition or conditions which have not been fulfilled are reasonably capable of being fulfilled or caused to be fulfilled by the Purchaser, then the Purchaser shall also be released from all obligations hereunder.

ARTICLE 5 INDEMNIFICATION

5.1 **Indemnification by Vendors**

Subject to the provisions of this Article 5, each of the Vendors, on a several (and not a joint and several) basis, shall indemnify, defend and save harmless the Purchaser and each of its Representatives from and against any and all Loss suffered or incurred by them, as a direct or indirect result of, or arising in connection with or related in any manner whatever to

- (a) subject to Section 3.6, any misrepresentation or breach of warranty made or given by such Vendor in Section 3.1, in any Closing Document or in any other document delivered pursuant to this Agreement or any Closing Document to which such Vendor is a party, and
- (b) any failure by such Vendor to observe or perform any covenant or obligation contained in this Agreement, any Closing Document or in any document delivered pursuant to this Agreement or any Closing Document to which such Vendor is a party.

5.2 **Indemnification by Majority Shareholders**

Subject to the provisions of this Article 5, each of the Majority Shareholders, on a joint and several basis, shall indemnify, defend and save harmless the Purchaser and each of its Representatives from and against any and all Loss suffered or incurred by them, as a direct or indirect result of, or arising in connection with or related in any manner whatever to

- (a) subject to Section 3.6, any misrepresentation or breach of warranty made or given by the Majority Shareholders in Section 3.2, in any Closing Document or in any other document delivered pursuant to this Agreement or any Closing Document, and
- (b) any failure by the Majority Shareholders to observe or perform any covenant or obligation contained in this Agreement, any Closing Document or in any document delivered pursuant to this Agreement or any Closing Document to which a Majority Shareholder is a party,

and, without limiting the generality of the provisions of paragraphs 5.2(a) and 5.2(b), but subject to the limitations set out in paragraph 5.2(d), the indemnity provided for in this Section 5.2 shall also extend to

- (c) any Legal Proceeding against the Company or the Subsidiary instituted prior to or after the Closing Times not disclosed on Schedule 3.2.37 to the Disclosure Letter which is based on an act or omission of the Majority Shareholders, the Company or the Subsidiary prior to the Closing Times,
- (d) any Taxes required to be paid by the Company or the Subsidiary relating to any period ending on or before the Closing Date in respect of
 - (i) Taxes owing in excess of Taxes accrued as a liability on the Financial Statements,
 - (ii) any sales Taxes owing by the Company and/or the Subsidiary, and/or
 - (iii) any Taxes owing as a result of independent contractors who have sold products for the Company or the Subsidiary in the United Kingdom or Australia,

so long as the liability for such Taxes is not the result, directly or indirectly, of (x) any amendment to or re-filing of Tax Returns by the Company or the Subsidiary after the Closing Date, or (y) any registration, licensing or qualification by the Company or the Subsidiary with any Governmental Authority or otherwise to do business in or create a permanent establishment in a jurisdiction after the Closing Date that it is not currently so registered, licensed or qualified in as at the Closing Date, or (z) any reclassification of or change to compensation to Employees, independent contractors or consultants of the Company or Subsidiary after the Closing Date, in which case the Majority Shareholders, jointly and severally, shall have no liability for nor be obligated to indemnify, defend nor save harmless the Purchaser or its Representatives pursuant to this Article 5 or otherwise, and

- (e) any amount payable by or due from the Company or the Subsidiary in connection with the Pre-Closing Reorganization

5.3 **Indemnification by the Purchaser**

The Purchaser shall indemnify, defend and save harmless the Vendors and each of the Vendors' Representatives from and against any and all Loss suffered or incurred by them,

as a direct or indirect result of, or arising in connection with or related in any manner whatsoever to

- (a) subject to Section 3.7, any misrepresentation or breach of any warranty made or given by the Purchaser in this Agreement, in any Closing Document or in any document delivered pursuant to this Agreement or any Closing Document, or
- (b) any failure by the Purchaser to observe or perform any covenant or obligation contained in this Agreement, in any Closing Document or in any document delivered pursuant to this Agreement or any Closing Document

5.4 **Limitations on Indemnity**

- (a) The Vendors shall have no liability under Section 5.1 and the Majority Shareholder shall have no liability under Section 5.2 until the aggregate amount of all Losses incurred by the Purchaser with respect to such matters equals or exceeds \$100,000 in the aggregate (the "**Basket**"). Once the total of all Losses with respect to any of such matters exceeds the Basket, the Purchaser shall be entitled to make a Claim for the total amount of all Losses from and including the first dollar of such Losses, subject to the limitations set forth in this Section 5.4 and Section 5.5. Notwithstanding the foregoing, no Claim for Losses may be included in the Basket unless the total amount of Losses with respect to such Claim exceeds \$10,000.
- (b) With respect to any misrepresentation or breach of warranty or Loss arising from any matters related to Sections 3.1 (Representations and Warranties of the Vendors), 3.2.1 (Incorporation and Corporate Power – Company), 3.2.2 (Incorporation and Corporate Power – Subsidiary), 3.2.3 (Due Authorization), 3.2.5 (Subsidiaries), 3.2.6 (Capitalization), 3.2.7 (Solvency), 3.2.8 (Absence of Conflicting Agreements, etc.), 3.2.9 (Regulatory Approvals), 3.2.10 (Title to Assets), 3.2.13 (Indebtedness), 3.2.23 (Business in Compliance with Law), 3.2.26 (Intellectual Property), 3.2.30 (Environmental Matters), 3.2.35 (Insurance) and 3.2.37 (Litigation) (collectively, the "**Fundamental Representations**"), the maximum aggregate liability of the Vendors for their indemnification obligations under Section 5.1 and of the Majority Shareholders under Section 5.2 is limited to the Aggregate Purchase Price.
- (c) Notwithstanding anything to the contrary herein, with respect to any amounts due under Section 5.1 to the Purchaser and each of its Representatives in connection with any Claims, each Vendor shall only be liable up to the pro rata share of the Closing Payment and Repurchase Price received by, and any pro rata share of the Holdback payable to or received by, as applicable, that Vendor, and, in the case of Elaine, Brian or Peter, the value of the Consideration Shares received.
- (d) Except with respect to the Fundamental Representations, the aggregate liability of the Majority Shareholders with respect to any amounts due under Section 5.2 to the Purchaser and each of its Representatives in connection with any Claims shall be up to \$2,000,000.

5.5 **Mitigation, Contribution and Insurance**

The Indemnitee shall in all cases take such actions that are commercially reasonable to (a) mitigate any Losses which may be the subject matter of any Claim against

the Indemnitor, (b) properly defend any Claim made against the Indemnitee, to the extent such Claim is not otherwise controlled by the Indemnitor in accordance with the terms hereof, (c) properly advance any claim the Indemnitee may have against any other third party for contribution or recovery from that third party, and to enforce any such claims against such third party, to the extent such claim is not otherwise controlled by the Indemnitor in accordance with the terms hereof, and (d) properly advance any claim which may be made against any insurance coverage available under any insurance policies held by the Company, the Subsidiary or the Purchaser, as applicable, in respect of any Losses which may be the subject matter of any Claim against the Indemnitor, provided, however, that in all such cases (including any claim against any insurance policies held by the Company) all reasonable costs (including increased insurance costs) incurred by the Indemnitee or the Company in taking such actions as may be required of it in this Section 5.5 shall be for the account of, and shall be payable to the Indemnitee by, the Indemnitor, which cost amounts shall be in addition to the amount of any Losses that are the subject of a Claim by the Indemnitee made hereunder. Subject to the foregoing sentence, any Claim for Losses shall be reduced by any and all recovery, settlement, or payment received by or to an Indemnitee in respect of the foregoing to the extent that any such recovery, settlement, or payment is received by the Indemnitee prior to the date on which the payment of the Losses that are the subject of a Claim are due to be paid by the Indemnitor to the Indemnitee in accordance with this Article 5. In the event that any such recovery, settlement, or payment is subsequently received by an Indemnitee in respect of such actions taken by the Indemnitee as required by Subsections (a) through (d) of this Section 5.5, then the Indemnitee shall reimburse the Indemnitor for any and all such recovery, settlement, or payment received or made, less any additional costs that may have been incurred by the Indemnitee in respect of such recovery, settlement, or payment.

5.6 **No Liability for Certain Damages or Losses**

For purposes of determining the liability and indemnity obligations under this Agreement, Losses shall be limited to actual Losses that are the direct and reasonably foreseeable consequences of any breach, non-performance or non-fulfillment of any covenant or agreement or misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty. Notwithstanding anything in this Agreement to the contrary, in no event shall any Party be liable for the consequential, special, exemplary, indirect, incidental or punitive losses, damages or claims, loss of profits or opportunity, or diminution of value of the assets of any other Party hereto in connection with the transactions contemplated by this Agreement. All amounts paid by the Vendors in respect of a Claim for indemnity, whether by reduction of the Holdback or otherwise, shall constitute an adjustment to the Purchase Price.

5.7 **Set-Off**

Notwithstanding anything contained in this Agreement, the Holdback shall be subject to set-off, and the amount of the Holdback shall be reduced, by the Purchaser against any Claim for which the Purchaser is entitled to indemnification by the Vendors pursuant to Article 5 of this Agreement, provided that any set-off shall be calculated on a pro rata basis such that a Claim against a Vendor shall only reduce the portion of the Holdback to which that Vendor is entitled. The foregoing right of set-off in favour of the Purchaser is a non-exclusive remedy and is in addition to and not in substitution for any other rights and remedies available to the Purchaser pursuant to this Agreement or Applicable Law, provided, however, that, in the event of a Claim, the Purchaser shall first exhaust its right of set-off as provided hereunder prior to exercising any other such other rights and remedies.

5 8 Agency for Representatives

Each Party agrees that it accepts each indemnity in favour of any of its Representatives as agent and trustee of that Representative. Each Party agrees that the other Party may enforce an indemnity in favour of any of that Party's Representatives on behalf of that Representative.

5 9 Notice of Third Party Claims

If an Indemnitee receives notice of the commencement or assertion of any Third Party Claim, the Indemnitee shall give the Indemnitor reasonably prompt notice thereof, but in any event no later than 30 days after receipt of such notice of such Third Party Claim. Such notice to the Indemnitor shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Indemnitee.

5 10 Defence of Third Party Claims

The Indemnitor may participate in or assume the defence of any Third Party Claim by giving notice to that effect to the Indemnitee not later than 30 days after receiving notice from the Indemnitee of that Third Party Claim (the "**Notice Period**"). The Indemnitor's right to do so shall be subject to the rights of any insurer or other party who has potential liability in respect of that Third Party Claim. The Indemnitor shall pay all of its own expenses of participating in or assuming such defence. The Indemnitee shall co-operate in good faith in the defence of each Third Party Claim, even if the defence has been assumed by the Indemnitor and may participate in such defence assisted by counsel of its own choice at its own expense. If the Indemnitee has not received notice within the Notice Period that the Indemnitor has elected to assume the defence of such Third Party Claim, the Indemnitee may, at its option, elect to settle or compromise the Third Party Claim or assume such defence, assisted by counsel of its own choosing and the Indemnitor shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Indemnitee with respect to such Third Party Claim. If the Indemnitor elects to assume the defence of a Third Party Claim under this Section 5 10, the Indemnitor shall not have the right thereafter to contest its liability for such Claim.

5 11 Assistance for Third Party Claims

The Indemnitor and the Indemnitee will use all reasonable efforts to make available to the Party which is undertaking and controlling the defence of any Third Party Claim (the "**Defending Party**"),

- (a) those employees and other persons whose assistance, testimony or presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and
- (b) all documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim,

and shall otherwise cooperate with the Defending Party. The Indemnitor shall be responsible for all reasonable expenses associated with making such documents, records and materials

available and for all reasonable expenses of any employees or other persons made available by the Indemnitee to the Indemnitor hereunder

5 12 **Settlement of Third Party Claims**

If an Indemnitor elects to assume the defence of any Third Party Claim as provided in Section 5 10, the Indemnitor shall not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defence of such Third Party Claim following the receipt by the Indemnitee of notice of such assumption. However, if the Indemnitor fails to take reasonable steps necessary to defend diligently such Third Party Claim within 30 days after receiving notice from the Indemnitee that the Indemnitee believes on reasonable grounds that the Indemnitor has failed to take such steps, the Indemnitee may, at its option, elect to assume the defence of and to negotiate, settle or compromise the Third Party Claim assisted by counsel of its own choosing and the Indemnitor shall also be liable for all reasonable costs and expenses paid or incurred in connection therewith. The Indemnitor shall not, without the prior written consent of the Indemnitee, enter into any compromise or settlement of a Third Party Claim, which would lead to liability or create any other obligation, financial or otherwise, on the Indemnitee.

5 13 **Direct Claims**

Any Direct Claim shall be asserted by giving the Indemnitor reasonably prompt written notice thereof, but in any event not later than 60 days after the Indemnitee becomes aware of such Direct Claim, providing reasonable detail of the facts and circumstances giving rise to such Claim and a reasonable estimate of the amount of the Loss that has been or may be sustained by the Indemnitee. The Indemnitor shall then have a period of 30 days within which to respond in writing to such Direct Claim. If the Indemnitor does not so respond within such 30 day period, the Indemnitor shall be deemed to have rejected such Claim, and in such event the Indemnitee shall be free to pursue such remedies as may be available to the Indemnitee.

5 14 **Failure to Give Timely Notice**

A failure to give timely notice as provided in this Article 5 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure.

5 15 **Reductions and Subrogation**

If the amount of any Loss at any time subsequent to the making of an Indemnity Payment in respect of that Loss is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any Claim, recovery, settlement or payment by or against any other person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), shall promptly be repaid by the Indemnitee to the Indemnitor. Upon making a full Indemnity Payment, the Indemnitor shall, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnitee against any third party that is not an Affiliate of the Indemnitee in respect of the Loss to which the Indemnity Payment relates. Until the Indemnitee recovers full payment of its Loss, any and all Claims of the Indemnitor against any such third party on account of such Indemnity Payment shall be

postponed and subordinated in right of payment to the Indemnitee's rights against such third party. Without limiting the generality or effect of any other provision hereof, the Indemnitee and Indemnitor shall duly execute upon request all instruments reasonably necessary to evidence and perfect such postponement and subordination.

5.16 Tax Effect

If any Indemnity Payment received by an Indemnitee would constitute taxable income to such Indemnitee, the Indemnitor shall pay to the Indemnitee at the same time and on the same terms, as to interest and otherwise, as the Indemnity Payment an additional amount sufficient to place the Indemnitee in the same after-Tax position as it would have been if the Indemnity Payment had been received tax-free.

5.17 Payment and Interest

All Losses shall bear interest at a rate per annum equal to the Prime Rate, calculated and payable monthly, both before and after judgment, with interest on overdue interest at the same rate, from the date that the Indemnitee disbursed funds, suffered damages or losses or incurred a loss, liability or expense in respect of a Loss, to the date of payment by the Indemnitor to the Indemnitee.

5.18 Additional Rules and Procedures

- (a) If any Third Party Claim is of a nature such that the Indemnitee is required by Applicable Law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitee may make such payment and the Indemnitor shall, forthwith after demand by the Indemnitee, reimburse the Indemnitee for any such payment. If the amount of any liability under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnitor to the Indemnitee, the Indemnitee shall, forthwith after receipt of the difference from the Third Party, pay such difference to the Indemnitor.
- (b) The Indemnitee and the Indemnitor shall co-operate fully with each other with respect to Third Party Claims, shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and shall each designate a senior officer who will keep himself informed about and be prepared to discuss the Third Party Claim with his counterpart and with counsel at all reasonable times.

ARTICLE 6 MISCELLANEOUS

6.1 Appointment of Vendors' Representative

- (a) By the execution and delivery of this Agreement, each Vendor hereby irrevocably constitutes and appoints Elaine or her representative as the true and lawful security agent, agent and power of attorney (the "**Vendors' Representative**") of such Vendor with full authority and power of substitution to act in the name, place and stead of such Vendor with respect to the consummation of the transactions contemplated by this Agreement and under any other document or agreement.

contemplated hereunder, including the power and authority to (i) execute any amendment to any Closing Document, or a waiver of any provision of any Closing Document (including the waiver of any breach by the Purchaser thereunder) as the Vendors' Representative shall deem necessary or appropriate in her sole discretion, (ii) make the determinations and take the actions and accept the rights contemplated to be taken by the Vendors' Representative under this Agreement or the other Closing Documents, (iii) receive or deliver any and all notices required to be delivered to or sent by the Vendors pursuant to this Agreement or any other document or agreement contemplated hereby, (iv) endorse, seal, execute, acknowledge, deliver, record and file all ancillary agreements, certificates, documents and instruments which the Vendors' Representative deems necessary or appropriate in its sole discretion in connection with the consummation of this Agreement and the transactions contemplated hereby, and (v) for the purposes of any Claims advanced by the Purchaser under this Agreement prior to the first anniversary of the Closing Date, including, for certainty, any Claims advanced by the Purchase under Sections 5.1 or 5.2, in addition to receiving or delivering notices in respect thereof pursuant to (iii), at the discretion of the Purchaser, be the person who shall facilitate and address all such Claims and be the sole contact person with whom the Purchaser may address such Claims on behalf of any Vendor who is the subject of such Claim. The Parties understand and agree that the Vendors' Representative may, but shall be under no duty or obligation to, take or refrain from taking any or all of the above actions or any other action, and any taking or refraining from taking any or all of the above actions or any other action shall not create any duty or obligation to take or to refrain from taking any later or successive action.

- (b) The Purchaser and any other person may conclusively and absolutely rely, without inquiry, upon any action of the Vendors' Representative as the action of each Vendor in all matters referred to herein, and each Vendor confirms all that the Vendors' Representative shall do or cause to be done by virtue of its appointment as such. All actions by the Vendors' Representative are acknowledged by the Parties to be taken by it solely as agent and power of attorney for each Vendor. By the execution of this Agreement, Elaine has accepted appointment as the initial Vendors' Representative and in consideration for her (or any successor's) agreement to act as the Vendors' Representative, each Vendor hereby consents and agrees to all actions or inactions taken or omitted to be taken by the Vendors' Representative under this Agreement, and hereby agrees, jointly and severally, to indemnify and hold Elaine and each of her representatives (for the purposes of this Section, collectively, the "**Representatives**") and any and all successor Vendors' Representatives and their respective Representatives (it being understood that if a successor Vendors' Representative is not an individual person, its Representatives shall include such successor Vendors' Representative's shareholders, members, partners, managers, directors, officers, employees and representatives, as applicable) harmless from and against all damages, losses, liabilities, charges, penalties, costs and expenses (including court costs and legal fees and expenses, if any) incurred in any claim, action, dispute or proceeding between any such person and the Vendors (or any of them) or between any such person and any third party or otherwise incurred or suffered as a result of or arising out of such actions.

or inactions by the Vendors' Representative or otherwise relating to Elaine's (or any successor's) appointment as the Vendors' Representative

- (c) Each Vendor hereby covenants and agrees that it will promptly inform the Vendors' Representative in writing of any changes in the address or other notice information of such Vendor. Each Vendor hereby covenants and agrees that it will not voluntarily revoke the power of attorney conferred in this Section. If any Vendor dies or becomes incapacitated, disabled or incompetent (such deceased, incapacitated, disabled or incompetent Shareholder being a "**Former Vendor**") and, as a result, the power of attorney conferred by this Section is revoked by operation of law, it shall not be a breach by such Former Vendor under this Agreement if the heirs, beneficiaries, estate, administrator, executor, guardian, conservator or other legal representative of such Former Vendor (each a "**Successor Vendor**") promptly confirms the appointment of the Vendors' Representative as agent and power of attorney for such Successor Vendor. The Vendors' Representative may resign as the Vendors' Representative for any reason and at any time by written notice to the Purchaser and each Vendor. If at any time Elaine (or any successor Vendors' Representative) resigns from her position as the Vendors' Representative, the Vendors (by consent of at least a majority of them) shall designate a successor as soon as practicable and shall notify the Purchaser in writing of such designation. Any such successor shall (as a condition to becoming such) confirm in writing in a manner reasonably acceptable to the Purchaser that it shall be bound by the provisions of this Agreement and any ancillary agreement to the same extent as the preceding Vendors' Representative (in its capacity as such).

6.2 Privacy Matters

In addition to and notwithstanding its other obligations herein, the Purchaser covenants and agrees

- (a) after the completion of the transactions contemplated herein
- (i) to collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to whom such Transferred Information relates or for the completion of the transactions contemplated herein, unless
- A the Purchaser has first notified such individual of such additional purpose, and where required by laws, obtained the consent of such individual to such additional purpose, or
- B such use or disclosure is permitted or authorized by law, without notice to, or consent from, such individual, and
- (ii) where required by Applicable Laws, to promptly notify the individual(s) to whom the Transferred Information relates that the transactions contemplated herein have taken place and that the Transferred Information has been disclosed to the Purchaser,

- (b) to return or destroy the Transferred Information, at the option of the Vendors, should the Transaction not be completed,
- (c) where the disclosure or transfer of Transferred Information to the Purchaser requires the consent of, or the provision of notice to, the individual to whom such Transferred Information relates, to
 - (i) not require or accept the disclosure or transfer such Transferred Information until the Vendors have first notified such individual of such disclosure or transfer and the purpose for same, and where required by Applicable Laws, obtained the individual's consent to same, and
 - (ii) only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein, to operate the Business post-Closing and as authorized or permitted by Applicable Laws, and
- (d) to keep strictly confidential all Transferred Information provided to it, and to instruct those employees or advisors responsible for processing such Transferred Information to protect the confidentiality of such information in a manner consistent with Applicable Laws and the Purchaser's obligations hereunder, and to ensure that access to the Transferred Information shall be restricted to those employees or advisors of the Purchaser who have a bona fide need to access such information in order to complete the transactions contemplated herein

6 3

Tax Matters

- (a) On or before the statutory due date for the filing of such Tax Returns, the Purchaser shall file, on behalf of and in the name of each of the Company and the Subsidiary, all Tax Returns of the Company and the Subsidiary required by Applicable Law to be filed for any taxation year of the such corporations ending on or before the Closing Date (the "**Pre-Closing Period**"), provided however that
 - (i) all such Tax Returns shall be prepared in accordance with Applicable Laws and to the extent consistent with such Applicable Laws, shall be prepared on a basis consistent with (A) the Tax Returns filed by the Company and the Subsidiary in respect of prior taxation periods and (B) the representations and warranties in respect of tax matters contained in Section 3 2 38, and
 - (ii) prior to filing any such Tax Return, the Purchaser shall first supply draft copies of such Tax Return to the Vendor's Representative, and shall reflect on such Tax Returns such reasonable comments as may be provided by the Vendor's Representative, or her tax advisors, on a timely basis
- (b) The Purchaser covenants that
 - (i) the Purchaser will not at any time, either directly or indirectly, request or allow either the Company or the Subsidiary to request any audits by any Governmental Authority of any Tax Return or matter of or affecting any

such corporation in respect of the Pre-Closing Period, and that it will not cause or allow any such corporation to originate the recalculation and/or refiling of any such Tax Return or file any waivers for any taxation years of any such corporation, unless such audit, recalculation, refiling, filing and/or waiver is required by Applicable Law, does not increase the liability of the Vendors in respect of Taxes under this Agreement or is otherwise consented to in writing by the Vendors, such consent not to be unreasonably withheld or delayed,

- (ii) in the event the Purchaser, directly or indirectly, makes or takes any steps or actions to register, license or qualify the Company or the Subsidiary with any Governmental Authority or otherwise to do business in or create a permanent establishment in a jurisdiction after the Closing Date that it is not currently so registered, licensed or qualified in as at the Closing Date, the Purchaser shall be liable for any and all Taxes relating to in any way the Pre-Closing Period arising, directly or indirectly, as a result of or in any way connected to such registration, licensing or qualification,
- (iii) in the event the Purchaser, directly or indirectly, makes or takes any steps or actions to reclassify or change compensation of Employees, independent contractors or consultants of the Company or Subsidiary after the Closing Date, the Purchaser shall be liable for any and all Taxes relating to in any way the Pre-Closing Period arising, directly or indirectly, as a result of or in any way connected to such reclassification or change to compensation

The Parties undertake to inform each other of, and to cooperate with each other in respect of, any audit inquiries with respect to any Tax Return involving the Pre-Closing Period of the Company or the Subsidiary

- (c) If any Party or the Subsidiary receives an assessment or reassessment (an "**Assessment**") from any Governmental Authority in respect of any Tax Return or matter affecting either the Company or the Subsidiary in respect of the Pre-Closing Period, such party shall deliver to the other Parties a copy of the Assessment within fifteen days of receiving the Assessment. The Parties agree to cooperate in responding to or in contesting any such Assessment. If either the Company or the Subsidiary becomes entitled to a refund (whether by payment, credit, offset or otherwise) of all or any portion of any amount relating to an Assessment of which the Vendors have, by payment to the Purchaser, indemnified the Purchaser pursuant to Section 5.2(d), then an amount equal to the refund, together with any interest received on it by the Company or Subsidiary, shall be paid to the Vendors who have made the indemnity payments pursuant to Section 5.2(d), promptly after receipt of payment of the refund or notice from the relevant Governmental Authority of such credit, offset or other refund mechanism, as the case may be
- (d) Subject to the provisions of Sections 5.2 and 6.3, the Vendors shall not be liable to the Purchaser for any Tax liabilities of the Company or Subsidiary arising from the Pre-Closing Period, provided that such liabilities have been disclosed to, and acknowledged by, the Purchaser prior to the Closing Times, and the Purchaser

shall not be liable to the Vendors for any Tax assets of the Company or Subsidiary arising from the Pre-Closing Period

6.4 Further Assurances

Each Party shall from time to time execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as the other Party may, before or after the Closing Times, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof

6.5 Public Announcements

Except to the extent required by Applicable Law, each Party agrees that no disclosure or public announcement regarding this Agreement or the transactions contemplated hereby shall be made by either Party without the prior written consent of the other Party or if required by Applicable Laws. If any disclosure or public announcement is required by Applicable Laws, the Party required to make the disclosure or public announcement shall use reasonable efforts, acting in good faith, to reach an agreement with the other Party as to the form, nature and extent of the disclosure or public announcement. Notwithstanding the foregoing, the Parties may disclose information with respect to this Agreement, the Closing Documents or the transactions contemplated herein to any of their respective affiliates, representatives, advisers, lenders and current and potential investors, in each case, which are subject to confidentiality obligations with respect to the information disclosed to them.

6.6 Notices

(a) Any notice, direction or other communication (in this Section, a "notice") required or permitted to be given to a Party shall be in writing and shall be sufficiently given if delivered personally, mailed or transmitted by email as follows:

(i) in the case of the Vendors, at

Vendors' Representative
828 Todd Court
Edmonton, Alberta, T6R 3C6
Email: elaine28@shaw.ca

Denis O'Sullivan
14315 99 Avenue
Edmonton, AB T5N 0H3
Email: denis05649@outlook.com

Rosemary O'Sullivan
14315 99 Avenue
Edmonton, AB T5N 0H3
Email: rosemary.osullivan@shaw.ca

Elaine O'Sullivan
828 Todd Court
Edmonton, Alberta, T6R 3C6
Email: elaine28@shaw.ca

Don Murphy
11509 – 10 Avenue
Edmonton, AB T6J 6Y2
Email dmurfee@gmail.com

Brian McIlravey
201 Mitchell Street
Ayr, ON, N0B 1E0
Email brian.mcIlravey@ppm2000.com

Peter Mah
828 Todd Court
Edmonton, Alberta, T6R 3C6
Email pmah28@shaw.ca

John Murphy
1111 108 Street
Edmonton, AB T6S 6H7
Email jmurphy@streamtechinc.com

Greg Chudiak
2619 Signal Ridge View SW
Calgary, Alberta, T3H 3G1
Email gregc@pandell.com

Gerry McCracken
5907 – 53 Avenue
Ponoka, AB, T4J 1K7
Email gerry@dialecti.com

Frank Kennedy
17A Nash Close
St Albert, AB T8W 7E9
Email frank.kennedy@ppm2000.com

Lenora Thomas
#411, 2504 – 109 Street
Edmonton, AB T6J 2H3
Email lenora.thomas@ppm2000.com

Tom Villetard
5505 – 50 Avenue
Beaumont, AB T4X 1C9
Email tgvilletard@yahoo.ca

Clinton St Jean
254 Lilac Terrace
Sherwood Park, AB T8H 1Z2
Email clintstj@gmail.com

with a copy to

Bennett Jones LLP
3200 TELUS House South Tower
10020 100 Street
Edmonton, Alberta
T5J 0N3

Attention Ian W Reynolds, Q C
Email reynolds1@bennettjones.com

(ii) in the case of the Purchaser, at

Klass Software Corporation
130 Spadina Avenue, Suite 504
Toronto, Ontario
M5V 2L4

Attention Will Anderson
E-mail will@klasscapital.com

with a copy to

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2

Attention J Firsten
E-mail jfirsten@casselsbrock.com

- (b) Any notice delivered personally, shall be deemed to have been given and received on the day on which it was delivered, if delivered prior to 5 00 p.m. (recipient's time) on a Business Day, otherwise on the first Business Day thereafter. Any notice mailed shall be deemed to have been given and received on the third Business Day after it was mailed, provided that if the Party giving the notice knows or ought reasonably to know of disruptions in the postal system that might affect the delivery of mail, such notice shall not be mailed but shall be given by personal delivery or e-mail transmission. Any notice given by e-mail shall be deemed to have been received, if given prior to 5 00pm on any Business Day, once such notice or other communication is transmitted to the e-mail address specified and the appropriate answer back or confirmation is received, or if given by e-mail after 5 00pm on any day, the first Business Day next following the date the notice or other communication is transmitted to the email address specified below and the appropriate answer back or confirmation is received.
- (c) Either Party may change its address for service from time to time by notice given to each of the other Party in accordance with the foregoing provisions.

6 7 **Time of the Essence**

Time shall be of the essence of this Agreement

6 8 **Costs and Expenses**

Subject to Section 3 5, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated herein

6 9 **Effect of Closing**

All provisions of this Agreement shall remain in full force and effect notwithstanding the Closing, subject only to the limitation periods specified in Sections 3 6 and 3 7 and the related indemnities in Article 5

6 10 **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party

6 11 **Assignment**

This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld

6 12 **Parties in Interest**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns

6 13 **Third Parties**

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement


6 14 **English Language**

The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only Les parties aux presents confirment leur volonte que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient redigés en anglais seulement

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first written above

KLASS SOFTWARE CORPORATION

By 
Name _____
Title _____

PPM 2000 INC.

By _____
Name Elaine O'Sullivan
Title President and Co-Chief
Executive Officer

By _____
Name Denis O'Sullivan
Title Director, Founder and
Executive Director

Witness signature _____
Name _____ } DENIS O'SULLIVAN

Witness signature _____
Name _____ } ROSEMARY O'SULLIVAN


[Repurchase and Share Purchase Agreement]

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first written above

KLASS SOFTWARE CORPORATION

By _____
Name
Title

PPM 2000 INC

By  _____
Name Elaine O'Sullivan
Title President and Co-Chief
Executive Officer

By _____
Name Denis O'Sullivan
Title Director, Founder and
Executive Director

Witness signature _____
Name _____ } **DENIS O'SULLIVAN**

Witness signature _____
Name _____ } **ROSEMARY O'SULLIVAN**


IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first written above

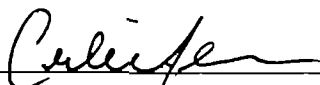
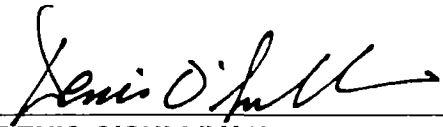
KLASS SOFTWARE CORPORATION

By _____
Name
Title

PPM 2000 INC

By _____
Name Elaine O'Sullivan
Title President and Co-Chief
Executive Officer

By 
Name Denis O'Sullivan
Title Director, Founder and
Executive Director


Witness signature
Name Celidh Hemmat. } 
DENIS O'SULLIVAN

Witness signature
Name _____ } ROSEMARY O'SULLIVAN

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first written above

KLASS SOFTWARE CORPORATION

By _____
Name
Title

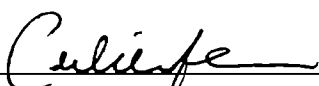
PPM 2000 INC

By _____
Name Elaine O'Sullivan
Title President and Co-Chief
Executive Officer

By _____
Name Denis O'Sullivan
Title Director, Founder and
Executive Director

Witness signature
Name _____

DENIS O'SULLIVAN



Witness signature
Name Ceilidh Hemmat



ROSEMARY O'SULLIVAN

Ceiliach
Witness signature
Name Ceiliach Fleming

Elaine O'Sullivan
ELAINE O'SULLIVAN

Witness signature
Name _____

DON MURPHY

Witness signature
Name _____

BRIAN MCILRAVEY

Witness signature
Name _____

PETER MAH

Witness signature
Name _____

JOHN MURPHY

Witness signature
Name _____

GREG CHUDIAK

Witness signature

Name

ELAINE O'SULLIVAN

Witness signature

Name

Celine

Celine Hemmet.

DON MURPHY

Don Murphy

Witness signature

Name

BRIAN MCILRAVEY

Witness signature

Name

PETER MAH

Witness signature

Name

JOHN MURPHY

Witness signature

Name

GREG CHUDIAK

[Repurchase and Share Purchase Agreement]

Witness signature

Name

ELAINE O'SULLIVAN

Witness signature

Name

DON MURPHY

Witness signature

Name

Curtis Mcgott

BRIAN MOLRAVEY

Witness signature

Name

PETER MAH

Witness signature

Name

JOHN MURPHY

Witness signature

Name

GREG CHUDIAK

[Repurchase and Share Purchase Agreement]

TRADEMARK
REEL: 006970 FRAME: 0077

Witness signature

Name

ELAINE O'SULLIVAN

Witness signature

Name

DON MURPHY

Witness signature

Name

BRIAN MCILRAVEY

Witness signature

Name

Celiepe

Celiepe Hlemmati

PETER MAH

pmah

Witness signature

Name

JOHN MURPHY

Witness signature

Name

GREG CHUDIAK

[Repurchase and Share Purchase Agreement]

Witness signature

Name

ELAINE O'SULLIVAN

Witness signature

Name

DON MURPHY

Witness signature

Name

BRIAN MCILRAVEY

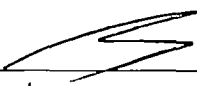
Witness signature

Name

PETER MAH

Witness signature

Name



John Murphy

JOHN MURPHY

Witness signature

Name

GREG CHUDIAK

[Repurchase and Share Purchase Agreement]

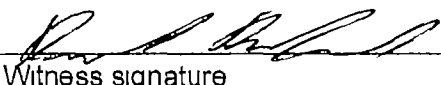
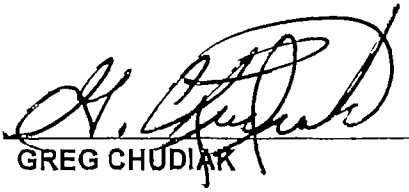
Witness signature
Name _____ } ELAINE O'SULLIVAN

Witness signature
Name _____ } DON MURPHY

Witness signature
Name _____ } BRIAN MCILRAVEY

Witness signature
Name _____ } PETER MAH

Witness signature
Name _____ } JOHN MURPHY


Witness signature
Name David Beresford } 
GREG CHUDIAR

[Repurchase and Share Purchase Agreement]

Witness signature

Name



CURTIS PIGGOTT

GERRY MCCRACKEN



Witness signature

Name

FRANK KENNEDY

Witness signature

Name

LENORA THOMAS

Witness signature

Name

TOM VILLETARD

Witness signature

Name

CLINTON ST JEAN

Witness signature

Name

GERRY MCCRACKEN

Witness signature

Name

CLUSTE PIZZOTTI

FRANK KENNEDY

Witness signature

Name

LENORA THOMAS

Witness signature

Name

TOM VILLETARD

Witness signature

Name


CLINTON ST JEAN

Witness signature
Name _____

GERRY MCCRACKEN

Witness signature
Name _____

FRANK KENNEDY



Witness signature
Name _____



LENORA THOMAS

Witness signature
Name _____

TOM VILLETARD

Witness signature
Name _____

CLINTON ST JEAN

Witness signature

Name

GERRY MCCRACKEN

Witness signature

Name

FRANK KENNEDY


Witness signature

Name

LENORA THOMAS

Witness signature

Name



CURTIS AGOSTINI

TOM VILLETARD

Witness signature

Name

CLINTON ST JEAN

Witness signature

Name

GERRY MCCRACKEN

Witness signature

Name

FRANK KENNEDY

Witness signature

Name

LENORA THOMAS

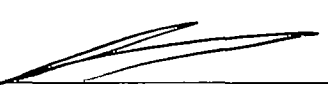
Witness signature

Name

TOM VILLETARD

Witness signature

Name


Curtis Scott


CLINTON ST JEAN

Exhibit "A"
Vendors and PPM Shares

Please see attached

Exhibit A - Vendor Equity Shares

Share Holders	PPM Shares Owned	Purchased Shares	Closing Payment	Consideration Shares Issued	Holdback	Purchase Price payable (being the total of closing Payment plus the value of Consideration Shares and the Holdback)	Tranche 1 Repurchased Shares	Tranche 2 Repurchased Shares	Tranche 1 Repurchase Payment	Tranche 2 Repurchase Payment	Aggregate Purchase Price payable (being the total of the Purchase Price plus the Repurchase Price)	Debit
Denis	354,550	1	418,685		386,905	805,580	167,716	121,701	1,887,667	1,369,764	4,063,022	1,117,259
Rosemary	118,543	70,130	738,027		129,361	867,388	28,055	20,368	315,766	229,132	1,412,286	259,117
Elaine	123,416	104,353	685,686	470,300	134,679	1,290,665	11,047	8,016	124,338	90,224	1,505,227	117,416
Don	86,667	25,210	217,234		94,576	311,810	35,614	25,843	400,839	290,865	1,003,514	380,411
Brian	75,000	73,091	536,571	285,600	81,844	904,016	1,106	803	12,449	9,034	925,499	111,111
Peter	64,031	58,767	412,873	244,100	69,874	726,848	3,051	2,214	34,334	24,914	786,096	32,711
John	26,667	26,667	300,725		29,101	329,826					329,826	
Garry	10,000	10,000	112,771		10,913	123,683					123,683	
Clinton	7,500	7,500	84,578		8,184	92,762					92,762	
Greg	20,000	20,000	225,541		21,825	247,366					247,366	
Lenora	10,000	10,000	112,771		10,913	123,683					123,683	
Tom	10,000	10,000	112,771		10,913	123,683					123,683	
Frank	10,000	10,000	112,771		10,913	123,683					123,683	
Total	916,374	490,851	4,071,003	1,000,000	1,000,000	6,071,003	246,588	178,934	2,775,394	2,013,933	10,860,330	2,631,117

NOTES

1 These are Class B shares All other shares are Class A shares

Schedule 2 1
Pre-Closing Reorganization

The Company carried out the below reorganization on December 2, 2014 in advance of Closing

Step 1 – Issuance and Exercise of Options to each of Elaine, Peter and Brian

In accordance with the executive employment agreements between the Company and each of Elaine, Peter and Brian (the "**Executives**"), the Company issued 25,000 options (the "**Options**") to acquire Class A Common Shares in the capital of the Company at an exercise price of \$1.80 per share to each of the Executives on December 2, 2014. Each of the Executives provided a notice of exercise of Options to the Company on December 2, 2014 accompanied by payment of the exercise price of \$45,000, being \$135,000 in the aggregate. Share certificates representing 25,000 Class A Common Shares, being 75,000 Class A Common Shares in the aggregate, were issued to each of the Executives as of the same date.

Step 2 – Amendment to the Articles of the Company

On December 2, 2014, the articles of the Company were amended by a special shareholders' resolution to increase the capital of the Company by creating a new class of Class B Common Shares and articles of amendment to this effect were filed as of the same date.

Step 3 – Declaration and Payment of Dividend to Denis

Following the amendment to the articles of the Company set out in Step 2 above, the Company and Denis entered into a Section 86(1) Share Exchange Agreement dated December 2, 2014 whereby the Company acquired 354,550 Class A Common Shares in the capital of the Company from Denis in exchange for the issuance of 354,550 Class B Common Shares in the capital of the Company, pursuant to section 86(1) of the *Income Tax Act*. The Company then declared and paid a dividend in the aggregate amount of \$135,000 on the Class B Common Shares in the capital of the Company. Denis executed a resignation and release in favour of the Company resigning from his employment and releasing the Company from any and all claims relating thereto.

December 5, 2014

Klass Software Corporation
130 Spadina Avenue, Suite 504
Toronto, Ontario, M5V 2L4

Dear Sirs/Mesdames

Re Repurchase and Share Purchase Agreement among Klass Software Corporation (the "Purchaser"), PPM 2000 Inc (the "Company" or "PPM"), and the shareholders of the Company (collectively, the "Vendors") dated December 5, 2014 (the "Agreement")

This letter constitutes the "**Disclosure Letter**" as defined in the Agreement. This Disclosure Letter (which includes the Schedules hereto) is delivered to the Purchaser pursuant to and in connection with the execution and delivery of the Agreement, and provides to the Purchaser, in writing, certain information with respect to disclosures, exceptions and exclusions as contemplated under the Agreement. Capitalized terms and phrases used but not defined herein shall have the respective meanings ascribed thereto in the Agreement.

Any disclosure or qualification set forth in the Disclosure Letter which provides disclosure and qualification of a particular representation or warranty or covenant of the Vendors or the Majority Shareholders in the Agreement shall be deemed to be sufficient and adequate disclosure and qualification of all other representations or warranties or covenants of the Vendors or the Majority Shareholders to which the applicability of such disclosure and qualification is reasonably apparent, without the requirement for restating such disclosure and qualification elsewhere in the Disclosure Letter. The Disclosure Letter is qualified in its entirety by reference to the Agreement and none of the statements contained therein are intended to constitute, and shall not be deemed or construed to constitute, representations or warranties of the Vendors or the Majority Shareholders, except as and to the extent set forth in the Agreement. Inclusion of an item in the Disclosure Letter shall not, in and of itself, establish the materiality of an item or any standard of materiality. Further, no item in the Disclosure Letter relating to any possible breach or violation of any Contract, Applicable Law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, and nothing in the Disclosure Letter constitutes an admission of any liability or obligation of the Company or the Subsidiary to any third party or shall confer or give to any third party any remedy, Claim, liability, reimbursement, cause of action or other right.

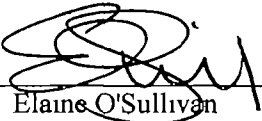
This Disclosure Letter contains information that is confidential to the Vendors, the Company and the Subsidiary, the use and any subsequent disclosure of which is subject to the provisions of the Agreement.

Unless otherwise stated, all references in this Disclosure Letter to sums of money are expressed in Canadian currency and "Cdn\$" or "\$" refers to Canadian dollars and "US\$" refers to United States dollars and all statements made herein are made as of the date hereof. Unless otherwise specified, any reference to a Schedule shall mean a reference to the applicable Schedule to this Disclosure Letter.

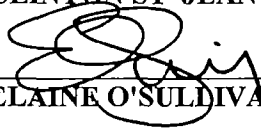
Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per 
Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per _____
Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN


ELAINE O'SULLIVAN

DENIS O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCrackEN

GREG CHUDIak

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____
Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director



CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director



CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCrackEN

GREG CHUDIak

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per _____

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per _____

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this _____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC.

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY



FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per _____

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer


Per _____

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY


FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this _____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per _____

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per _____

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCrackEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY



LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY


FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS


PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per _____

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per _____

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH



ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this _____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this _____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC

Per

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN

GREG CHUDIAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY



THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this _____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC.

Per _____

Name Elaine O'Sullivan
Title President and Co-Chief Executive Officer

Per _____

Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCRACKEN



GREG CHUDRAK

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this ____ day of _____, 2014

KLASS SOFTWARE CORPORATION

Per _____

Name
Title

Please acknowledge your acceptance and agreement with this Disclosure Letter by signing where indicated below

Yours truly,

PPM 2000 INC.

Per _____
Name, Elaine O'Sullivan
Title, President and Co-Chief Executive Officer

Per _____
Name Denis O'Sullivan
Title Director, Founder and Executive Director

CLINTON ST. JEAN

DENIS O'SULLIVAN

ELAINE O'SULLIVAN

DONALD MURPHY

FRANK KENNEDY

GERRY MCCrackEN

GREG CHUDIak

JOHN MURPHY

LENORA THOMAS

PETER MAH

ROSEMARY O'SULLIVAN

BRIAN MCILRAVEY

THOMAS VILLETARD

ACKNOWLEDGED AND AGREED this 5th day of December, 2014

KLASS SOFTWARE CORPORATION

Per  _____
Name
Title

SCHEDULE 1 1

PERMITTED ENCUMBRANCES

The following encumbrances are Permitted Encumbrances

Registration No 01061131197

Registration Type Security Agreement

Date of Registration June 11, 2001

Date of Expiration June 11, 2016

Debtor PPM 2000 Inc

Secured Party Royal Bank – Business Service Centre, Royal Bank of Canada

General Collateral All present and after-acquired personal property

Registration No 07042525472

Registration Type Security Agreement (covers a trust indenture)

Date of Registration April 25, 2007

Date of Expiration April 25, 2017

Debtor PPM 2000 Inc

Secured Party Denis O'Sullivan

General Collateral All present and after-acquired personal property of the debtor howsoever and wheresoever situated

Registration No 12080107072

Registration Type Security Agreement

Date of Registration August 1, 2012

Date of Expiration August 1, 2015

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

Registration No 12101066346

Registration Type Security Agreement

Date of Registration August 1, 2012

Date of Expiration August 1, 2015

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become

due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

Registration No 12110227397

Registration Type Security Agreement

Date of Registration November 2, 2012

Date of Expiration November 2, 2015

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

Registration No 13022831023

Registration Type Security Agreement

Date of Registration February 28, 2013

Date of Expiration February 28, 2015

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

Registration No 13050304215

Registration Type Security Agreement

Date of Registration May 3, 2013

Date of Expiration May 3, 2015

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

Registration No 14102729589

Registration Type Security Agreement

Date of Registration October 27, 2014

Date of Expiration October 27, 2017

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment proceeds All present and after-acquired personal property

Registration No 14110535014

Registration Type Security Agreement

Date of Registration November 5, 2014

Date of Expiration November 5, 2014

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to 200-1105613-041 lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

SCHEDULE 1 1A

FINANCIAL STATEMENTS

Attached

PPM 2000 Inc.
Consolidated Balance Sheet
As at July 31, 2014 and June 30, 2014

	<u>Current Period</u>	<u>Previous Period</u>
Cash	467,739 02	574,455 17
Short Term Investments	506,311 92	501,547 33
Accounts Receivable	2,658,134 44	1,968,970 69
Employee Advances Receivable	6,672 24	8,172 24
Inventory	1,470 50	4,570 07
Prepaid Expenses	181,461 23	151,066 34
Current Assets	<u>3,821,789 35</u>	<u>3,208,781 84</u>
Computers	150,405 84	147,539 64
Office Equipment	211,855 39	239,723 39
Software	595,028 72	582,085 67
Trade Show Equipment	17,987 55	17,987 55
Computer Equipment Under Capital Lease	189,090 48	189,090 48
Office Equipment Under Capital Lease	65,308 70	65,308 70
Leasehold Improvements	399,132 41	591,769 11
Less Accumulated Amortization	(767,722 52)	(905,910 13)
Capital Assets	<u>861,086 57</u>	<u>927,594 41</u>
Total Assets	<u><u>4,682,875 92</u></u>	<u><u>4,136,376 25</u></u>
Accounts Payable	239,767 51	234,023 08
Accrued Liabilities	175,109 98	108,938 80
Vacation Payable	157,709 25	168,931 13
Sales Taxes Payable	54,828 66	30,299 83
Deferred Revenue - SSP	2,149,628 88	2,047,265 47
Deferred Revenue - SaaS	934,454 35	876,355 28
Deferred Revenue - Custom Tech Services	332,078 84	218,698 19
Deferred Revenue - Implementation	470,236 69	424,894 59
Deferred Revenue - Project Management	73,323 78	33,467 05
Deferred Revenue - SSP (International)	286,052 69	281,504 24
Deferred Revenue - SaaS (International)	227,880 12	138,058 36
Deferred Revenue - Custom Tech (International)	37,649 41	28,022 62
Deferred Revenue - Implementation (International)	51,861 70	51,861 70
Deferred Revenue - Project Mgmt (International)	4,775 33	4,775 33
Current Portion of Long-Term Debt	2,805 04	3,000 00
Current Obligations Under Capital Lease	12,110 31	1,104 96
Current Portion of Leasehold Inducements	72,195 01	33,219 66
Current Liabilities	<u>5,282,467 55</u>	<u>4,684,420 29</u>
Long-Term Debt	-	2,805 04
Obligations Under Capital Lease	4,156 14	16,256 61
Leasehold Inducements	330,893 74	420,067 33
Long-Term Liabilities	<u>335,049 88</u>	<u>439,128 98</u>
Common Shares	399,746 55	399,746 55
Retained Earnings	(1,334,388 06)	(1,386,919 57)
Shareholder's Equity	<u>(934,641 51)</u>	<u>(987,173 02)</u>
Total Liabilities and Equity	<u><u>4,682,875 92</u></u>	<u><u>4,136,376 25</u></u>

PPM 2000 Inc.

Consolidated Statement of Earnings

For the Period Ending July 31, 2014

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Software Sales	425,101 05	2,884,062 65
Software Support Program	199,477 55	2,287,221 11
Custom Technical Services	20,483 95	297,951 51
Implementation	124,174 58	969,882 35
Project Management	6,165 98	76,876 63
Users Conference	-	63,336 35
Software Sales (International)	214 61	362,106 49
Software Support Program (International)	17,226 88	172,630 49
Custom Technical Services (International)	-	31,406 25
Implementation (International)	-	35,097 67
Project Management (International)	-	1,564 68
Recovered Expenses	15,810 07	136,792 77
Recoverable Costs	(6,404 91)	(135,450 12)
	<u>802,249 76</u>	<u>7,183,478 83</u>
Cost of Goods Sold	<u>40,645 65</u>	<u>249,315 30</u>
Gross Profit	761,604 11	6,934,163 53
Operating Expenses		
Product Development	95,917 06	1,169,999 85
Marketing	25,190 47	674,370 53
Sales	168,766 60	1,057,409 14
Consulting/Training/Implementation	59,572 09	766,645 95
Administration	62,892 17	1,184,665 38
Customer Service	33,837 24	385,383 65
Business Development	26,593 60	376,645 52
Quality Assurance	53,445 33	471,431 85
Product Management	14,685 20	204,314 20
Project Management	14,698 58	220,995 37
International	40,640 24	431,236 19
Amortization	80,924 09	166,551 17
	<u>677,162 67</u>	<u>7,109,648 80</u>
Operating Profit (Loss)	<u>84,441 44</u>	<u>(175,485 27)</u>
Other Income (Expense)		
Interest Income	4,764 59	4,764 59
Interest Expense	-	(32 88)
Gain (Loss) on Sale of Assets	(1,393 00)	(1,393 00)
Foreign Exchange Gain (Loss)	(35,281 52)	(65,285 69)
	<u>(31,909 93)</u>	<u>(61,946 98)</u>
Income (Loss) before Taxes	<u>52,531 51</u>	<u>(237,432 25)</u>
Income Taxes	<u>-</u>	<u>-</u>
Net Income (Loss)	<u><u>52,531 51</u></u>	<u><u>(237,432 25)</u></u>

TRADEMARK

REEL: 006970 FRAME: 0109

PPM 2000 Inc.

Consolidated Balance Sheet

As at August 31, 2014 and July 31, 2014

	<u>Current Period</u>	<u>Previous Period</u>
Cash	545,678 62	467,739 02
Short Term Investments	506,311 92	506,311 92
Accounts Receivable	2,276,139 35	2,658,134 44
Employee Advances Receivable	5,299 48	6,672 24
Inventory	1,470 50	1,470 50
Prepaid Expenses	255,567 39	181,461 23
Current Assets	<u>3,590,467 26</u>	<u>3,821,789 35</u>
Computers	153,164 04	150,405 84
Office Equipment	212,487 89	211,855 39
Software	601,158 03	595,028 72
Trade Show Equipment	17,987 55	17,987 55
Computer Equipment Under Capital Lease	189,090 48	189,090 48
Office Equipment Under Capital Lease	65,308 70	65,308 70
Leasehold Improvements	399,132 41	399,132 41
Less Accumulated Amortization	(784,087 03)	(767,722 52)
Capital Assets	<u>854,242 07</u>	<u>861,086 57</u>
Total Assets	<u><u>4,444,709 33</u></u>	<u><u>4,682,875 92</u></u>
Accounts Payable	254,089 40	239,767 51
Accrued Liabilities	166,021 98	175,109 98
Vacation Payable	146,838 54	157,709 25
Sales Taxes Payable	60,859 47	54,828 66
Deferred Revenue - SSP	2,075,291 24	2,149,628 88
Deferred Revenue - SaaS	863,439 62	934,454 35
Deferred Revenue - Custom Tech Services	366,166 64	332,078 84
Deferred Revenue - Implementation	453,033 78	470,236 69
Deferred Revenue - Project Management	75,600 45	73,323 78
Deferred Revenue - SSP (International)	286,351 44	286,052 69
Deferred Revenue - SaaS (International)	223,106 91	227,880 12
Deferred Revenue - Custom Tech (International)	51,582 72	37,649 41
Deferred Revenue - Implementation (International)	51,861 70	51,861 70
Deferred Revenue - Project Mgmt (International)	4,775 33	4,775 33
Current Portion of Long-Term Debt	-	2,805 04
Current Obligations Under Capital Lease	11,046 53	12,110 31
Current Portion of Leasehold Inducements	66,178 76	72,195 01
Current Liabilities	<u>5,156,244 51</u>	<u>5,282,467 55</u>
Obligations Under Capital Lease	4,156 14	4,156 14
Leasehold Inducements	330,893 74	330,893 74
Long-Term Liabilities	<u>335,049 88</u>	<u>335,049 88</u>
Common Shares	399,746 55	399,746 55
Retained Earnings	(1,446,331 61)	(1,334,388 06)
Shareholder's Equity	<u>(1,046,585 06)</u>	<u>(934,641 51)</u>
Total Liabilities and Equity	<u><u>4,444,709 33</u></u>	<u><u>4,682,875 92</u></u>

TRADEMARK

REEL: 006970 FRAME: 0110

PPM 2000 Inc.

Consolidated Statement of Earnings For the Period Ending August 31, 2014

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Software Sales	145,101 99	145,101 99
Software Support Program	205,215 59	205,215 59
Custom Work	4,785 30	4,785 30
Implementation	33,349 66	33,349 66
Software Sales (International)	16,087 44	16,087 44
Software Support Program (International)	17,471 39	17,471 39
Recoverable Costs	(6,457 86)	(6,457 86)
	<u>415,553 51</u>	<u>415,553 51</u>
 Cost of Goods Sold	 <u>17,546 25</u>	 <u>17,546 25</u>
 Gross Profit	 398,007 26	 398,007 26
 Operating Expenses		
Product Development	104,202 26	104,202 26
Marketing	25,434 68	25,434 68
Sales	55,367 33	55,367 33
Consulting/Training/Implementation	56,460 04	56,460 04
Administration	76,480 90	76,480 90
Customer Service	29,121 68	29,121 68
Business Development	34,807 38	34,807 38
Quality Assurance	50,047 13	50,047 13
Product Management	16,680 88	16,680 88
Project Management	15,723 96	15,723 96
International	22,660 88	22,660 88
Amortization	16,364 51	16,364 51
	<u>503,351 63</u>	<u>503,351 63</u>
 Operating Profit (Loss)	 <u>(105,344 37)</u>	 <u>(105,344 37)</u>
 Other Income (Expense)		
Interest Income	-	-
Interest Expense	-	-
Gain (Loss) on Sale of Assets	-	-
Foreign Exchange Gain (Loss)	(6,599 18)	(6,599 18)
	<u>(6,599 18)</u>	<u>(6,599 18)</u>
 Income (Loss) before Taxes	 <u>(111,943 55)</u>	 <u>(111,943 55)</u>
 Income Taxes	 <u>-</u>	 <u>-</u>
 Net Income (Loss)	 <u><u>(111,943 55)</u></u>	 <u><u>(111,943 55)</u></u>

PPM 2000 Inc.

Consolidated Balance Sheet

As at September 30, 2014 and August 31, 2014

	<u>Current Period</u>	<u>Previous Period</u>
Cash	547,674 96	545,678 62
Short Term Investments	506,311 92	506,311 92
Accounts Receivable	2,062,803 34	2,276,139 35
Employee Advances Receivable	3,799 48	5,299 48
Inventory	1,470 50	1,470 50
Prepaid Expenses	228,548 20	255,567 39
Current Assets	<u>3,350,608 40</u>	<u>3,590,467 26</u>
Computers	157,428 04	153,164 04
Office Equipment	212,487 89	212,487 89
Software	601,158 03	601,158 03
Trade Show Equipment	20,801 55	17,987 55
Computer Equipment Under Capital Lease	189,090 48	189,090 48
Office Equipment Under Capital Lease	65,308 70	65,308 70
Leasehold Improvements	399,132 41	399,132 41
Less Accumulated Amortization	(800,451 54)	(784,087 03)
Capital Assets	<u>844,955 56</u>	<u>854,242 07</u>
Total Assets	<u><u>4,195,563 96</u></u>	<u><u>4,444,709 33</u></u>
Accounts Payable	148,874 79	254,089 40
Accrued Liabilities	68,607 48	166,021 98
Vacation Payable	156,993 91	146,838 54
Sales Taxes Payable	51,191 16	60,859 47
Deferred Revenue - SSP	2,043,430 25	2,075,291 24
Deferred Revenue - SaaS	822,847 37	863,439 62
Deferred Revenue - Custom Tech Services	410,638 49	366,166 64
Deferred Revenue - Implementation	481,210 73	453,033 78
Deferred Revenue - Project Management	83,514 15	75,600 45
Deferred Revenue - SSP (International)	269,296 94	286,351 44
Deferred Revenue - SaaS (International)	206,076 62	223,106 91
Deferred Revenue - Custom Tech (International)	137,035 99	51,582 72
Deferred Revenue - Implementation (International)	51,861 70	51,861 70
Deferred Revenue - Project Mgmt (International)	4,775 33	4,775 33
Current Obligations Under Capital Lease	10,014 51	11,046 53
Current Portion of Leasehold Inducements	60,162 51	66,178 76
Current Liabilities	<u>5,006,531 93</u>	<u>5,156,244 51</u>
Obligations Under Capital Lease	4,156 14	4,156 14
Leasehold Inducements	330,893 74	330,893 74
Long-Term Liabilities	<u>335,049 88</u>	<u>335,049 88</u>
Common Shares	399,746 55	399,746 55
Retained Earnings	(1,545,764 40)	(1,446,331 61)
Shareholder's Equity	<u>(1,146,017 85)</u>	<u>(1,046,585 06)</u>
Total Liabilities and Equity	<u><u>4,195,563 96</u></u>	<u><u>4,444,709 33</u></u>

TRADEMARK

REEL: 006970 FRAME: 0112

PPM 2000 Inc.

Consolidated Statement of Earnings
For the Period Ending September 30, 2014

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Software Sales	202,974 10	348,076 09
Software Support Program	211,693 29	416,908 88
Project Management	808 60	808 60
Custom Work	-	4,785 30
Implementation	26,490 47	59,840 13
Software Sales (International)	17,030 29	33,117 73
Software Support Program (International)	17,054 50	34,525 89
Recoverable Expenses	7,996 10	7,996 10
Recoverable Costs	(2,085 92)	(8,543 78)
	<u>481,961 43</u>	<u>897,514 94</u>
 Cost of Goods Sold	 <u>7,097 92</u>	 <u>24,644 17</u>
 Gross Profit	 474,863 51	 872,870 77
 Operating Expenses		
Product Development	106,191 55	210,393 81
Marketing	28,665 67	54,100 35
Sales	66,440 53	121,807 86
Consulting/Training/Implementation	58,133 37	114,593 41
Administration	100,407 38	176,888 28
Customer Service	28,566 49	57,688 17
Business Development	46,056 78	80,864 16
Quality Assurance	45,508 83	95,555 96
Product Management	18,432 22	35,113 10
Project Management	11,104 76	26,828 72
International	45,264 80	67,925 68
Amortization	16,364 51	32,729 02
	<u>571,136 89</u>	<u>1,074,488 52</u>
 Operating Profit (Loss)	 <u>(96,273 38)</u>	 <u>(201,617 75)</u>
 Other Income (Expense)		
Foreign Exchange Gain (Loss)	(3,159 41)	(9,758 59)
	<u>(3,159 41)</u>	<u>(9,758 59)</u>
 Income (Loss) before Taxes	 <u>(99,432 79)</u>	 <u>(211,376 34)</u>
Income Taxes	-	-
Net Income (Loss)	<u>(99,432 79)</u>	<u>(211,376 34)</u>

PPM 2000 Inc.

Consolidated Balance Sheet

As at October 31, 2014 and September 30, 2014

	<u>Current Period</u>	<u>Previous Period</u>
Cash	512,138 92	547,674 96
Short Term Investments	506,311 92	506,311 92
Accounts Receivable	2,330,452 47	2,062,803 34
Employee Advances Receivable	2,299 48	3,799 48
Inventory	1,470 50	1,470 50
Prepaid Expenses	118,585 42	228,548 20
Current Assets	<u>3,471,258 71</u>	<u>3,350,608 40</u>
Computers	160,451 46	157,428 04
Office Equipment	212,487 89	212,487 89
Software	622,841 24	601,158 03
Trade Show Equipment	20,801 55	20,801 55
Computer Equipment Under Capital Lease	189,090 48	189,090 48
Office Equipment Under Capital Lease	65,308 70	65,308 70
Leasehold Improvements	399,132 41	399,132 41
Less Accumulated Amortization	(816,816 05)	(800,451 54)
Capital Assets	<u>853,297 68</u>	<u>844,955 56</u>
Total Assets	<u><u>4,324,556 39</u></u>	<u><u>4,195,563 96</u></u>
Accounts Payable	168,506 00	148,874 79
Accrued Liabilities	62,300 45	68,607 48
Vacation Payable	162,348 09	156,993 91
Sales Taxes Payable	60,264 93	51,191 16
Deferred Revenue - SSP	2,274,252 48	2,043,430 25
Deferred Revenue - SaaS	793,636 76	822,847 37
Deferred Revenue - Custom Tech Services	396,353 22	410,638 49
Deferred Revenue - Implementation	482,619 48	481,210 73
Deferred Revenue - Project Management	64,951 73	83,514 15
Deferred Revenue - SSP (International)	275,162 57	269,296 94
Deferred Revenue - SaaS (International)	211,484 23	206,076 62
Deferred Revenue - Custom Tech (International)	128,723 68	137,035 99
Deferred Revenue - Implementation (International)	66,462 19	51,861 70
Deferred Revenue - Project Mgmt (International)	4,775 33	4,775 33
Current Obligations Under Capital Lease	8,976 26	10,014 51
Current Portion of Leasehold Inducements	54,146 26	60,162 51
Current Liabilities	<u>5,214,963 66</u>	<u>5,006,531 93</u>
Obligations Under Capital Lease	4,156 14	4,156 14
Leasehold Inducements	330,893 74	330,893 74
Long-Term Liabilities	<u>335,049 88</u>	<u>335,049 88</u>
Common Shares	399,746 55	399,746 55
Retained Earnings	(1,625,203 70)	(1,545,764 40)
Shareholder's Equity	<u>(1,225,457 15)</u>	<u>(1,146,017 85)</u>
Total Liabilities and Equity	<u><u>4,324,556 39</u></u>	<u><u>4,195,563 96</u></u>

TRADEMARK

REEL: 006970 FRAME: 0114

PPM 2000 Inc.

Consolidated Statement of Earnings
For the Period Ending October 31, 2014

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Software Sales	199,893 89	547,969 98
Software Support Program	211,943 63	628,852 51
Project Management	21,260 36	22,068 96
Custom Work	126,707 59	131,492 89
Implementation	52,805 07	112,645 20
Software Sales (International)	58,975 33	92,093 06
Software Support Program (International)	16,492 51	51,018 40
Recoverable Expenses	15,538 14	23,534 24
Recoverable Costs	(13,574 13)	(22,117 91)
	<u>690,042 39</u>	<u>1,587,557 33</u>
 Cost of Goods Sold	 <u>27,785 03</u>	 <u>52,429 20</u>
 Gross Profit	 662,257 36	 1,535,128 13
 Operating Expenses		
Product Development	108,413 67	318,807 48
Marketing	212,527 35	266,627 70
Sales	65,888 56	187,696 42
Consulting/Training/Implementation	56,500 94	171,094 35
Administration	103,457 62	280,345 90
Customer Service	29,139 68	86,827 85
Business Development	29,361 34	110,225 50
Quality Assurance	51,129 78	146,685 74
Product Management	21,164 69	56,277 79
Project Management	10,477 49	37,306 21
International	35,527 61	103,453 29
Amortization	16,364 51	49,093 53
	<u>739,953 24</u>	<u>1,814,441 76</u>
 Operating Profit (Loss)	 <u>(77,695 88)</u>	 <u>(279,313 63)</u>
 Other Income (Expense)		
Foreign Exchange Gain (Loss)	(1,743 42)	(11,502 01)
	<u>(1,743 42)</u>	<u>(11,502 01)</u>
 Income (Loss) before Taxes	 <u>(79,439 30)</u>	 <u>(290,815 64)</u>
 Income Taxes	 <u>-</u>	 <u>-</u>
 Net Income (Loss)	 <u>(79,439 30)</u>	 <u>(290,815 64)</u>

SCHEDULE 3 1

RESTRICTIONS ON THE TRANSFER OF SHARES

The following agreements restrict the transfer of or encumber the Purchased Shares

- 1 The Class A Shareholders Agreement of the Company dated October 15th, 2013 contains certain drag along and tag along rights. This Agreement shall be terminated prior to Closing.
- 2 Pursuant to the Share Sale Agreement dated January 7, 2005 between James Stankevich, as vendor, and Rosemary and Elaine, as purchasers, Rosemary and Elaine acquired Mr Stankevich's Third Preferred Shares in the capital of the Company and are obligated to pay Mr Stankevich \$14,510.50, as to Rosemary, and \$3,333.25, as to Elaine, upon the sale of the Company to a third party, such payment to be directed to Mr Stankevich from Rosemary's and Elaine's respective pro rata portions of the Closing Payment and the Repurchase Payment.
- 3 Pursuant to the Share Sale Agreement dated January 10, 2005 between Anne Carter, as vendor, and Rosemary, as purchaser, Rosemary acquired Ms Carter's Third Preferred Shares in the capital of the Company and is obligated to pay Ms Carter \$10,125 upon the sale of the Company to a third party, such payment to be directed to Ms Carter from Rosemary's pro rata portion of the Closing Payment and the Repurchase Payment.

SCHEDULE 3 2 4

REGISTRATIONS

The Company is registered, licensed, or otherwise qualified in the following jurisdictions

- 1 Alberta, and
- 2 Ontario

The Subsidiary is registered, licensed, or otherwise qualified in the following jurisdictions

- 1 Nevada,
- 2 Texas,
- 3 Colorado, and
- 4 California,

Neither the Company nor the Subsidiary is registered as an extra-provincial or foreign corporation in any jurisdiction other than the jurisdictions listed in this Schedule 3 2 4

SCHEDULE 3 2 5

SUBSIDIARIES

The Company owns 100 Common Shares in the capital of the Subsidiary, being 100% of the issued and outstanding shares of the Subsidiary. The Company's Shares in the capital of the Subsidiary are subject to the following Encumbrances:

Registration No 01061131197

Registration Type Security Agreement

Date of Registration June 11, 2001

Date of Expiration June 11, 2016

Debtor PPM 2000 Inc

Secured Party Royal Bank – Business Service Centre, Royal Bank of Canada

General Collateral All present and after-acquired personal property

Registration No 07042525472

Registration Type Security Agreement (covers a trust indenture)

Date of Registration April 25, 2007

Date of Expiration April 25, 2017

Debtor PPM 2000 Inc

Secured Party Denis O'Sullivan

General Collateral All present and after-acquired personal property of the debtor howsoever and wheresoever situated

SCHEDULE 3 2 6

CAPITALIZATION

The capitalization of the Company is as follows ¹

Authorized Capital	Issued and Outstanding
Unlimited Number of Class "A" Common Shares	561,824
Unlimited Number of Class "B" Common Shares	354,550
Unlimited Number of Class "B" Preferred Shares	Nil
249,600 First Preferred Shares	Nil
200,000 Second Preferred Shares	Nil
218,514 5 Third Preferred Shares	Nil
Total Shares	916,374

The issued and outstanding shares of the Company are as follows ²

Acquired Company	Shareholder	Class "A" Common Shares
PPM 2000 Inc (Canada)	Rosemary O'Sullivan	118,543 Class "A" Shares
	Elaine O'Sullivan	123,416 Class "A" Shares
	Donald Murphy	86,667 Class "A" Shares
	Brian McIlravey	75,000 Class "A" Shares
	Peter Mah	64,031 Class "A" Shares
	John Murphy	26,667 Class "A" Shares
	Greg Chudiak	20,000 Class "A" Shares
	Gerry McCracken	10,000 Class "A" Shares
	Thomas G Villetard	10,000 Class "A" Shares
	Lenora Thomas	10,000 Class "A" Shares
	Frank Kennedy	10,000 Class "A" Shares
	Clinton St Jean	7,500 Class "A" Shares
	TOTAL	561,824 Class "A" Common Shares
		Class "B" Common Shares
	Denis O'Sullivan	354,550 Class "B" Shares
	TOTAL	354,550 Class "B" Common Shares

¹ Represents the Company's fully diluted share capital following the issuance and exercise of the options to purchase Class "A" Common Shares ("Senior Management Options") pursuant to the executive employment agreements between the Company and each of Elaine, Peter and Brian (the "Executive Agreements") and the exchange of Denis' Class "A" Common Shares for Class "B" Common Shares in connection with the issuance of a dividend on the Class B Common Shares held by Denis

² Represents the Company's fully diluted share capital following the issuance and exercise of the Senior Management Options and the exchange of Denis' Class "A" Common Shares for Class "B" Common Shares

The outstanding options of the Company are as follows ³

<u>Option Holder</u>	<u>Exercise Date</u>	<u>Exercise Price</u>	<u>Options</u>
Elaine O'Sullivan	December 2, 2014	\$1.80	25,000
Peter Mah	December 2, 2014	\$1.80	25,000
Brian McIlravey	December 2, 2014	\$1.80	25,000
Total – Senior Management Options			75,000

³ Represents the Senior Management Options to purchase Class "A" Common Shares pursuant to the Executive Agreements between the Company and each of Elaine, Peter and Brian. Senior Management Options will be exercised prior to the Closing. The current number of Senior Management Options has been calculated assuming 100% vesting of the Senior Management Options in accordance with the terms and conditions of the Executive Agreements.

SCHEDULE 3 2 8

ABSENCE OF CONFLICTING AGREEMENTS

Nil

SCHEDULE 3 2 12

ABSENCE OF UNDISCLOSED LIABILITIES

Dispute with the Children's Hospital of Alabama

In November 2011, the Company and the Children's Hospital of Alabama ("CHA") executed an agreement regarding the provision of technical services by the Company to the CHA (the "SOW"). Pursuant to the SOW, the project was estimated to take 106 days at a cost of \$151,846 US Dollars and the CHA paid 50% of the project fees upfront (the "Project").

The Project underwent a first-phase implementation from December 2011 to November 2012, at the end of November 2012, the CHA began conveying their dissatisfaction with the Project's progress. It is the Company's position that the Project's delay was caused by the CHA and third party vendors and the Company communicated the same to CHA.

In February 2013, the Company and the CHA agreed to a "project reset" in an attempt to get the Project completed, however, the relationship between the parties continued to be strained. The Company completed the remainder of the Project work in 2013 and in the Company's view all of the work set out in the SOW is complete. The CHA, however, continues to dispute that the Project is complete and has refused to pay the Company its outstanding balance.

On November 20, 2013, the CHA was advised that they are in default of payment and their contract with the Company and right to use of the Perspective software have been terminated. The CHA has acknowledged the termination of the relationship with the Company, but they continue to refuse to pay their account.

SCHEDULE 3.2.13

INDEBTEDNESS

In connection with the repurchase of Anthony Ridley's shares, the Company and Anthony Ridley entered into a loan agreement on January 15, 2009 (the "Loan Agreement"), whereby the Company issued Anthony Ridley a promissory note for the value of the repurchased shares. The promissory note was fully paid in accordance with the terms of the Loan Agreement on August 31, 2014.

SCHEDULE 3 2 14

ABSENCE OF CHANGES AND UNUSUAL TRANSACTIONS

- The Company incurred an operating loss in Q1. This is consistent with prior years' results given 1) the unusually high expenses in Q1 (primarily in association with the Company's exhibit at the corporate security industry's largest tradeshow of the year), and 2) a significant drive to secure sales in Q4 of the prior year.
- Pursuant to the terms of a Settlement Agreement between the Company, D3 Security Management Systems Inc ("D3") and Donald Wilcox ("Wilcox", and together with D3, the "Defendants"), dated July 31, 2014, the Company settled its lawsuit against the Defendants in the Court of Queen's Bench of Alberta (Action No. Q110307688). A Discontinuance of Claim was filed on September 5, 2014.
- Pursuant to the Company's standard form Software License Agreement ("SLA"), licensees are prohibited from sublicensing, leasing, or renting the Company's software (the "Software") or using the Software on behalf of third parties. It has come to the attention of the Company that some customers who provide security guard services, such as Paladin Security Group Ltd., (the "Guard Companies") may be allowing their employees to use the Software on behalf of third parties whom they contract their services to. Although the Company has not audited the Guard Companies to ensure compliance with the SLA, the Company suspects that some Guard Companies may be in contravention of the terms of the SLA.
- Since the October 31, 2014 payroll, the Company and/or Subsidiary has granted Employees bonuses and/or raises pursuant to the terms of their employment agreement, including raises on the Employee's employment anniversary date, in accordance with past practice and in the ordinary course of business.
- Prior to Closing, the Company and Subsidiary will pay the following bonuses:
 - Pursuant to the Executive Employment Agreements, the Company will issue 75,000 options to acquire Class "A" Common Shares to Elaine, Peter and Brian, divided equally.
- Since the October 31, 2014 payroll, the Company entered into Employment and Confidentiality Agreements with:
 - Christine Murray, dated November 17, 2014,
 - Erica Gayler, dated November 26, 2014,
 - Chris Eckert, dated December 1, 2014, and
 - Andiea Babic, dated December 2, 2014,in accordance with past practice and in the ordinary course of business.
- Prior to Closing, Denis O'Sullivan will cease to be an employee of the Company pursuant to his termination or resignation as the case may be.

- The following Encumbrances were registered after July 31, 2014, pursuant to equipment lease agreements with Dell Financial Services Canada Limited

Registration No 14102729589

Registration Type Security Agreement

Date of Registration October 27, 2014

Date of Expiration October 27, 2017

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to an equipment lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment proceeds All present and after-acquired personal property

Registration No 14110535014

Registration Type Security Agreement

Date of Registration November 5, 2014

Date of Expiration November 5, 2014

Debtor PPM 2000 Inc

Secured Party Dell Financial Services Canada Limited

General Collateral All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to 200-1105613-041 lease together with all substitutions, additions, accessions and replacements thereto and thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment Proceeds all present and after-acquired personal property

- Prior to Closing, a dividend will be paid on Denis' Class "B" Common Shares in the amount of \$135,000 as consideration for Denis forgoing his severance entitlement and signing a release in respect of any Claims against the Company

SCHEDULE 3.2.16

NON-ARM'S LENGTH TRANSACTIONS

Excluding employment arrangements with Employees and the transactions contemplated by the Agreement, the Company entered into the following arrangements with persons not dealing at arm's length with the Company

- General Security Agreement between the Company and Denis O'Sullivan dated June 9, 2006
- Financial Support Agreement between the Company and Denis O'Sullivan dated June 9, 2006
- Management Services and Transfer Pricing Agreement between the Company and the Subsidiary dated August 30, 2005, pursuant to which, the Company provides accounting, human resources, information technology and administration services to the Subsidiary. The management fee paid by the Subsidiary to the Company to date for 2014 is \$693,575
- Pursuant to the Executive Employment Agreements, the Company will issue 75,000 options to acquire Class "A" Common Shares to Elaine O'Sullivan, Peter Mah and Brian McIlhavey, divided equally
- Prior to Closing, a dividend will be paid on Denis' Class "B" Common Shares in the amount of \$135,000 as consideration for Denis forgoing his severance entitlement and signing a release in respect of any Claims against the Company

SCHEDULE 3 2 19

MAJOR SUPPLIERS AND CUSTOMERS

The ten largest suppliers of goods and services to the Company and Subsidiary during the 12 month period ended October 31, 2014 are as follows

(all figures in CAD\$)

1	Caistar Construction	\$269,246 77
2	Vineyardsoft Corporation	\$188,428 77
3	Allwest Commercial Furnishings	\$132,059 57
4	Tenzing	\$110,439 36
5	LRG Marketing	\$74,656 58
6	Security Management	\$57,689 32
7	Bennett Jones	\$56,871 71
8	Blazer Exhibits & Events	\$55,262 07
9	Cisco Webex	\$54,142 36
10	Pickwick Capital Partners	\$54,075 00

The ten largest customers of the Company and Subsidiary during the 12 month period ended October 31, 2014 are as follows

(all figures in CAD\$)

1	Unilever Ltd	\$212,159 23
2	TIAA-CREF	\$199,090 94
3	Baptist Health South Florida	\$176,252 36
4	Novartis International AG	\$161,452 17
5	Brinks Inc	\$155,392 30
6	Amazon com	\$138,289 27
7	Swinburne University of Technology	\$138,211 99
8	Standard Chartered Bank	\$128,144 87
9	Greater Toronto Airport Authority	\$125,508 86
10	Chrysler Group LLC	\$119,307 80

SCHEDULE 3 2 21

FIXED ASSETS

PPM 2000 Inc
Fixed Assets with Purchase Price over \$1,000

Category	Manufacturer	Model	Purchase Price	Acquired Date
Array	Dell	EMC AX100I Array	6,996 80	27-Jan-06
Desktop	Shuttle	SD31P	1,539 69	12-Aug-05
Desktop	Dell	Precision 380	2,229 00	05-Sep-05
Desktop	Dell	Optiplex 745	1,501 00	24-Apr-07
Desktop	Dell	Precision 390	1,207 00	13-Aug-07
Desktop	Dell	Precision 390	1,207 00	13-Aug-07
Desktop	Dell	Precision 390	1,207 00	13-Aug-07
Desktop	Dell	Precision 390	1,207 00	04-Oct-07
Desktop	Dell	Optiplex 755	1,113 00	18-Apr-08
Desktop	Dell	Optiplex 755	1,113 00	18-Apr-08
Desktop	Dell	Optiplex 755	1,113 00	18-Apr-08
Desktop	Dell	Optiplex 755	1,113 00	18-Apr-08
Desktop	Dell	Optiplex 755	1,067 00	29-Sep-08
Desktop	Dell	Optiplex 960	1,175 00	08-Jan-09
Desktop	Dell	Optiplex 960	2,350 00	22-Jan-09
Desktop	Dell	Optiplex 960	2,350 00	22-Jan-09
Desktop	Dell	Optiplex 960	2,229 00	01-Jun-09
Desktop	Dell	Optiplex 960	1,175 00	07-Jun-09
Desktop	Dell	Optiplex 960	1,175 00	27-Jul-09
Desktop	Dell	Optiplex 980	1,295 00	26-May-10
Desktop	Dell	Optiplex 980	1,295 00	26-May-10
Desktop	Dell	Optiplex 980	1,295 00	26-May-10

Desktop	Dell	Optiplex 980	1,295 00	26-May-10
Desktop	Dell	Optiplex 980	1,420 50	17-Nov-10
Desktop	Dell	Optiplex 990 MT	1,367 00	29-Apr-11
Desktop	Apple	iMac 27"	2,949 00	19-Aug-14
Desktop	Apple	iMac 27"	2,748 40	22-Sep-14
Laptop	Dell	Inspu on 640m	1,683 00	12-Sep-06
Laptop	Dell	Inspu on 640m	1,683 00	12-Sep-06
Laptop	Dell	Inspu on 640m	1,683 00	12-Sep-06
Laptop	Dell	Inspiron 640m	1,683 00	12-Sep-06
Laptop	Dell	Latitude D830	1,508 00	27-Apr-08
Laptop	Dell	Latitude D830	1,508 00	27-Apr-08
Laptop	Dell	Latitude D830	1,508 00	27-Apr-08
Laptop	Dell	Latitude D830	1,508 00	13-Aug-08
Laptop	Dell	Latitude D830	1,508 00	13-Aug-08
Laptop	Dell	Latitude D830	1,508 00	13-Aug-08
Laptop	Dell	Latitude D830	1,508 00	13-Aug-08
Laptop	Dell	Latitude D830	1,508 00	13-Aug-08
Laptop	Dell	Latitude E4300	2,193 00	29-Sep-08
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09

Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Vostro 1710	1,036 35	26-Jan-09
Laptop	Dell	Latitude E6500	1,677 00	02-Jun-09
Laptop	Dell	Latitude E6500	1,677 00	17-Jun-09
Laptop	Dell	Latitude E6500	1,802 00	27-Jul-09
Laptop	Dell	Latitude E6500	1,802 00	28-Aug-09
Laptop	Dell	Latitude E6500	1,802 00	22-Sep-09
Laptop	Dell	Latitude E4310	1,755 00	15-Nov-10
Laptop	Dell	Latitude E6510	1,711 00	05-Feb-11
Laptop	Dell	Vostro 3550	1,122 60	14-Jul-11
Laptop	Dell	Vostro 3550	1,122 60	11-Aug-11
Laptop	Dell	Latitude E6520	1,758 20	07-Apr-12
Laptop	Dell	Latitude E6320	1,755 00	20-Jun-12
Laptop	Dell	Latitude E5530	1,174 20	16-Oct-12
Laptop	Dell	Latitude E5530	1,174 20	16-Oct-12
Laptop	Dell	Latitude E5530	1,174 20	16-Oct-12
Laptop	Dell	Latitude E5530	1,174 20	16-Oct-12
Laptop	Dell	Latitude E5530	1,174 20	16-Oct-12
Laptop	Dell	Inspiron 15R	1,627 29	06-Nov-12

Laptop	Dell	XPS13	1,301 69	09-Nov-12
Laptop	Dell	Latitude 6430u	1,199 20	19-Mai-13
Laptop	Apple	MacBook P1o	2,700 00	21-Aug-14
Laptop	Dell	Latitude E7440	1,899 00	14-Oct-14
Laptop	Dell	Latitude E7440	1,902 00	04-Nov-14
Laptop	Dell	Latitude E7440	1,902 00	04-Nov-14
Laptop	Dell	Latitude E7440	1,902 00	04-Nov-14
Laptop	Dell	Latitude E7440	1,902 00	04-Nov-14
Seiveis	Dell	PowerEdge 2450	9,000 00	12-Apr-00
Seiveis	Dell	PowerEdge 2450	2,900 00	17-May-01
Seiveis	Dell	PowerEdge 350	1,499 00	23-May-02
Seiveis	Dell	Poweredge 2650	6,428 00	01-Jul-03
Seiveis	Dell	Poweredge 350	1,561 00	01-Jul-03
Serveis	Dell	PowerVault 745N	4,723 00	13-May-04
Serveis	Dell	PowerEdge 2850	4,563 00	10-Mai-05
Serveis	Dell	PowerEdge 850	1,776 00	20-Oct-05
Serveis	Dell	PowerEdge 850	1,575 00	20-Oct-05
Seiveis	Dell	PowerEdge 850	1,575 00	10-Nov-05
Seiveis	Dell	PowerEdge 850	1,628 00	29-Jan-06
Servers	Dell	PowerEdge 1950	5,908 00	04-Aug-06
Seiveis	Dell	PowerEdge 1950	2,154 90	12-Apr-07
Seiveis	Dell	PowerEdge 1950	2,367 61	19-Apr-07
Serveis	Dell	PowerEdge 1950	2,154 90	19-Apr-07
Serveis	Dell	PowerEdge 1950	2,367 61	19-Apr-07
Serveis	Dell	PowerEdge 2950	4,522 51	19-Apr-07
Serveis	Intel	Storage Server	8,999 93	05-Sep-08
Seiveis	DELL	PowerEdge R710	5,984 00	16-Feb-11
Seiveis	DELL	PowerEdge R620	7,728 98	11-Aug-12

Seiveis	DELL	PowerEdge R620	7,728 98	11-Aug-12
Seiveis	Dell	PowerEdge R630	8,285 81	27-Nov-14
Serveis	Dell	PowerEdge R630	8,285 81	27-Nov-14
Seiveis	Dell	PowerEdge R630	8 285 81	27-Nov-14
Switch	HP	Procurve Switch 5406zl	5,473 64	27-Oct-08
Switch	HP	Procurve 24 port switch mudule	2,983 00	23-Aug-09
UPS	APC	Matix 3000	3,634 75	24-Apr-03
Printer	HP	2430dtn	1,269 86	05-May-13
Printer	HP	4700dn	1,890 04	30-Apr-09
Photocopier	Sharp	MXM453N	8,794 50	22-Dec-09
Fridge	Samsung	RF217ACRS	1,399 00	20-Jan-14
TV	LG	55LD638	1,244 98	29-Nov-10
TV	Samsung	UN65F6300AFXZC 65"	1,422 48	29-Dec-13
TV	Samsung	UN65F6300AFXZC 65"	1,422 48	29-Dec-13
TV	Samsung	UN65F6300AFXZC 65"	1,422 48	29-Dec-13
TV	Samsung	UN65F6300AFXZC 65"	1,422 48	29-Dec-13
TV	Sharp	Aquos 80"	3,750 00	05-Feb-14
Card access system	Biivo	card readers/motion detectors/cameras	6,817 00	20-Mar-14
Sound masking system	Vibra-Sonic	digital system consisting of 20 speakers	5,666 25	25-Feb-14
Standing height island	Teknion	standing height island	2,411 58	20-Dec-13
Boardroom table	Teknion	boardroom table	2,454 67	20-Dec-13
Office suite	Teknion	office suite furniture	7,262 18	20-Dec-13
Office suite	Teknion	office suite furniture	7,262 18	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13

Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13
Workstation pods	Teknion	Leverage - pods of 4	3,416 76	20-Dec-13

SCHEDULE 3 2 22

ACCOUNTS RECEIVABLE

Dispute with the Children's Hospital of Alabama

In November 2011, the Company and the Children's Hospital of Alabama ("CHA") executed an agreement regarding the provision of technical services by the Company to the CHA (the "SOW") Pursuant to the SOW, the project was estimated to take 106 days at a cost of \$151,846 US Dollars and the CHA paid 50% of the project fees upfront (the "Project")

The Project underwent a first-phase implementation from December 2011 to November 2012, at the end of November 2012, the CHA began conveying their dissatisfaction with the Project's progress It is the Company's position that the Project's delay was caused by the CHA and third party vendors and the Company communicated the same to CHA

In February 2013, the Company and the CHA agreed to a "project reset" in an attempt to get the Project completed, however, the relationship between the parties continued to be strained The Company completed the remainder of the Project work in 2013 and in the Company's view all of the work set out in the SOW is complete The CHA, however, continues to dispute that the Project is complete and has refused to pay the Company its outstanding balance

On November 20, 2013, the CHA was advised that they are in default of payment and their contract with the Company and right to use of the Perspective software have been terminated The CHA has acknowledged the termination of the relationship with the Company, but they continue to refuse to pay their account

SCHEDULE 3 2 23

BUSINESS IN COMPLIANCE WITH LAW

Nil

SCHEDULE 3 2 24

GOVERNMENTAL AUTHORIZATIONS

The Company has obtained the following Governmental Authorizations

- the Company is incorporated in Alberta - Corporate Access Number 204641906,
- WCB Account No 5356054 in Alberta,
- Business License No 7440154-002 , and
- Canada Revenue Agency Account No 12473 1167 RC0001

The Subsidiary has obtained the following Governmental Authorizations

- the Subsidiary is incorporated in Nevada – Entity Identification No 20131383528
- the Subsidiary is registered to conduct business in
 - Texas,
 - Colorado, and
 - California

(

SCHEDULE 3 2 25

RESTRICTIVE COVENANTS

The following agreements contain restrictive covenants

SUPPLIER AGREEMENTS

- 1 Master Service Agreement between Tenzing Managed IT Services and PPM 2000 Inc , dated June 23, 2009, and Exhibit A to Master Service Agreement between Tenzing Managed IT Services and PPM 2000 Inc , dated August 20, 2014
- 2 Service Agreement between Allstream Inc and PPM 2000 Inc , dated December 19, 2013

MARKET DEVELOPMENT AGREEMENT

- 3 Market Development Agreement between PPM 2000 Inc and Actel Limited, dated May 16, 2013, and addendums to the agreement dated September 19, 2013, January 15, 2014 and April 24, 2014

EQUIPMENT LEASE AGREEMENTS

- 4 Lease Agreement between Dell Financial Services Canada and the Company dated October, 2014
- 5 Lease Agreement between Dell Financial Services Canada and the Company dated October 6, 2014
- 6 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated February 6, 2014
- 7 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated May 2
- 8 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated February 27, 2013
- 9 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated November 2, 2012
- 10 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated October 10, 2012
- 11 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated July 31, 2012
- 12 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated April 18, 2012
- 13 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated April 2, 2012

- 14 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated July 26, 2011

FINANCIAL AGREEMENTS

- 15 General Security Agreement between the Company and Denis O'Sullivan dated June 9, 2006
- 16 Financial Support Agreement between the Company and Denis O'Sullivan dated June 9, 2006

CUSTOMER AGREEMENTS

- 17 Master Software License Agreement, dated October 17, 2012, Work Order effective October 17, 2012 and Software Order Form No 1, entered into October 17, 2012, between Amazon Corporate LLC and PPM 2000 Inc
- 18 Software License Agreement between PPM 2000 Inc and Hewitt Associate LLC, dated July 30, 2003, and Master Services Agreement between PPM 2000 Inc and Aon Service Corporation, effective July 29, 2011, and Statement of Work No 1 dated July 29, 2011, and Statement of Work No 2 dated July 29, 2011
- 19 Perspective Managed Hosted Service Agreement between Aviva Central Services UK Limited and PPM 2000 Inc , dated May 22, 2014
- 20 Implementation, License, and Support Services Agreement between PPM 2000 Inc and Baptist Health South Florida, dated July 31, 2013
- 21 Software License Agreement between Barrick Gold Corporation and PPM 2000 Inc , dated June 18, 2012, Statement of Work #1 dated June 18, 2012, and Statement of Work #2 dated January 1, 2013
- 22 Professional Services Agreement between PPM 2000 Inc and Chevron U S A Inc , dated June 14, 2012, and Master Software License Agreement between PPM 2000 Inc and Chevron U S A Inc , dated January 12, 2012
- 23 Master Software License Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Software License & Support Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Master Consulting Services Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012
- 24 Software License and Support Agreement between PPM 2000 Inc and Citigroup Technology Inc , dated July 31, 2009
- 25 Software License and Professional Services Agreement between PPM 2000 Inc and Disney Worldwide Services, Inc , dated March 9, 2010, and Addendum No 1 dated January 27, 2012, and Statement of Work No 2 dated January 27, 2012
- 26 Software Support Program Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated May 12, 2007, and Master Application Service Provider Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated April 18, 2011, and Order pursuant to Master Application Service Provider Agreement, dated April 18, 2011

- 27 Microsoft Vendor Program agreement between Microsoft Corporation and PPM 2000 Inc, dated June 9, 2005, and Software License Addendum to MSVP Agreement between Microsoft Corporation and PPM 2000 Inc, dated, June 9, 2005
- 28 Perspective Software as a Service Agreement between PPM 2000 Inc and North Shore Health System, dated February 27, 2014
- 29 Contract for IT Projects between PPM 2000 Inc and Novartis International AG, dated July 15, 2014
- 30 Perspective Software as a Service Agreement between PPM 2000 Inc and Panalpina Management, dated August 30, 2011
- 31 Master Software and Services Agreement between PPM 2000 Inc and the Bank of Nova Scotia, dated March 29, 2012
- 32 Perspective Software as a Service Agreement between PPM 2000 Inc and Valley National Bank, dated July 1, 2013 and Software Support Program Agreement between PPM 2000 Inc and Valley National Bank, date July 8, 2008
- 33 Supply, Configuration and Implementation of Software Solution for Integrated Incident Management System between PPM 2000 Inc and the Greater Toronto Airports Authority, dated November 20, 2012
- 34 Perspective Software as a Service Agreement between PPM 2000 Inc and HSS, Inc , dated December 23, 2011
- 35 Commercial Terms Contract between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Unilever Brand Protection Global Database, commercial Terms Contract 2 – Statement of Work, between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Software as a Service Unilever Purchasing Agreement, between PPM 2000 Inc and Unilever Business and Marketing Support AG, dated November 8, 2012
- 36 Perspective Software as a Service Agreement between PPM 2000 Inc and Dollar Financial UK, Ltd , dated October 31, 2014

LICENSE AGREEMENTS

- 37 Strategic Alliance Agreement between i2 Inc and PPM 2000 Inc , dated April 30, 2006
- 38 OEM Agreement No 20090109 between QlikTech Inc and PPM 2000 Inc , dated January 9, 2009 and OEM Supplement entered into on February 19, 2009
- 39 Software Original Equipment Manufacturer (OEM) Agreement between PPM 2000 Inc and Vineyardsoft Corporation dated effective October 7, 2009
- 40 MIR3 Reseller Agreement between PPM 2000 Inc and MIR3, Inc dated effective April 10, 2012


OTHER AGREEMENTS

- 41 Settlement Agreement between the Company, Don Murphy and Blackstone Multimedia Corporation dated August 14, 2009
- 42 Consent Agreement between the Company and Open Text Corporation dated July 24, 2003
- 43 Agreement between the Company and Open Text Corporation with respect to a trademark dispute dated July 24, 2003
- 44 Settlement Agreement between the Company, D3 Security Management Systems Inc and Donald Wilcox dated July 31, 2014


SCHEDULE 3 2 26

INTELLECTUAL PROPERTY

The following is a list of the Company's Intellectual Property which has been registered, or for which applications for registration have been filed, by or on behalf of the Company or the Subsidiary

Trademark	Country	Registration No.	Application Date	Registration Date	Use	Expiry	Owner	Status
	Canada	TMA 397,238		April 17, 1992	Wares Computer programs, namely computer programs for use in security, risk management and safety industries and including computer programs capable of displaying floor plans and lots	April 17, 2022	PPM 2000 Inc	Registered
IRIMS	Canada	TMA 470,690		February 7, 1997	Services Carrying on the business of licensing computer programs	February 7, 2027	PPM 2000 Inc	Registered
DISPATCHLOG	Canada	TMA		October 26,	Wares Computer software program	October 26,	PPM 2000 Inc	Registered

		502,937		1998	to track requests for service and relevant information, namely, identity of service personnel, time of day request received, service location, time service personnel arrived at service location, time service personnel completed work at service location and type of service provided	2028		
ACT-TRACK	Canada	TMA 503,144		October 28, 1998	Wares Computer software for tracking activities of security personnel, including how long such activities take and how much such activities cost	October 28, 2028	PPM Inc 2000	Registered
SECURITYSOFT	Canada	TMA 603,076		February 24, 2004	Wares Software for use by security professions in tracking security relating information,	February 24, 2019	PPM Inc 2000	Registered

					<p>including incidents, investigations, evidence, service requests, particulars of buildings under supervision of security personnel, particulars of employees of company requesting security assistance, vehicles of company requesting security assistance, response procedures, security company contacts and security personnel</p>		PPM 2000 Inc	Registered
	US	2,110,607		November 4, 1997	<p>Computer software for security management, namely, for tracking incidents, managing investigations and generating reports for security and loss prevention personnel, in Class</p>	November 4, 2017		

IRIMS	US	2,219,312		January 19, 1999 Priority claimed under Canada Application No 802754, filed 1-26-1996, Reg No TMA470690	9 Wares Computer software which tracks incidents, manages investigations and generates reports for security personnel, in Class 9	January 19, 2019	PPM Inc 2000	Registered
DISPATCHLOG	US	2,448,480		May 1, 2001 Priority claimed under Canada Application No 857016, filed 9-24-1997, Reg No 502937	Wares Computer software program to track requests for service and relevant information, namely, identity of service personnel, time of day request received, service location, time service personnel arrived at service location, time service personnel completed work at service location and type of service provided, in Class 9	May 1, 2021	PPM Inc 2000	Registered

NOTES

- 1 PPM has no registered copyrights. Material created by PPM as the originator is marked with a copyright notice.
- 2 The source code and database schema is considered secret, as it is not accessible to the public or all staff of the Company. Source code is stored in the Company's Microsoft Team Foundation Server (TFS) portal, which is held and controlled onsite by the Company. Access to the source code is granted on various levels: (i) system administrators have access to the server, but do not have access to the source code, (ii) developers and engineers have access to the source code, but only to the various projects and project branches they are working on, (iii) source code must be checked out and checked in, (iv) there are no external contractors, public or staff other than engineering staff who can access the source code.

PPM has the following domain names:

Site	Domain Name	Expiry
NetworkSolutions.com	ppm2000.biz	September 23, 2015
	ppm2000.co.uk	August 30, 2015
	ppm2000.com	May 29, 2018
	ppm2000.info	April 9, 2015
	dispatchlog.com	March 11, 2015
	electionincidentreporting.com	March 11, 2015
	incidentmanagementsoftware.com	March 11, 2015
GodDaddy.com	incidentreportingsoftware.com	February 20, 2015
	incidentreportingsoftware.com	February 20, 2015
	incidentreportsoftware.com	February 20, 2015
	incidentreportsoftware.com	February 20, 2015

	incidenthackingsoftware.com	March 11, 2015
	investigationmanagementsoftware.com	March 11, 2015
	myincidents.ca	September 11, 2015
	myincidents.co	September 10, 2015
	myincidents.com	September 11, 2015
	myincidents.net	September 11, 2015
	myincidents.org	September 11, 2015
	ppmperspective.com	April 14, 2015
	psmsolution.com	January 12, 2015
	riskanalysissoftware.com	March 11, 2015
	riskassessmentsoftware.com	March 11, 2015
	securityinformationmanagement.com	March 11, 2015
	securitymanagementsoftware.com	January 28, 2015

The following Contracts and Encumbrances (other than Permitted Encumbrances) relate to the Company's Intellectual Property

IRAP AGREEMENTS

- 1 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated May 7, 2012, and amended on March 8, 2013, and July 10, 2013
- 2 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated June 1, 2012
- 3 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company dated April 26, 2010 and amended on October 18, 2010, December 1, 2010 and April 15, 2011

ESCROW AGREEMENTS

- 4 Software Escrow Agreement between PPM 2000 Inc and Fort Know Escrow Services Inc dated February 1, 2001
- 5 Software Escrow Agreement between PPM 2000 Inc and Lion Mountain Intellectual Property Management Inc dated February 1, 2001 and amended on March 1, 2010

FINANCIAL AGREEMENTS

- 6 Royal Bank of Canada Loan Agreement between PPM 2000 Inc and Royal Bank of Canada dated March 31, 2014
- 7 General Security Agreement between the Company and Denis O'Sullivan date June 9, 2006,
- 8 Financial Support Agreement between the Company and Denis O'Sullivan date June 9, 2006,

LICENSE AGREEMENTS

- 9 Strategic Alliance Agreement between i2, Inc and PPM 2000 Inc dated April 30, 2006
- 10 MIR3 Reseller Agreement between MIR3, Inc and PPM 2000 Inc dated April 10, 2012
- 11 Software Original Equipment Manufacturer (OEM) Agreement between Vineyardsoft Corporation and PPM 2000 Inc dated October 7, 2009
- 12 OEM Agreement between QlikTech Inc and PPM 2000 Inc dated January 9, 2009

OTHER AGREEMENTS

- 13 Minutes of Settlement executed by the Company, Mike Kaes and 763814 Alberta Ltd , dated June 12, 1998

- 14 Settlement Agreement between the Company, Don Murphy and Blackstone Multimedia Corporation dated August 14, 2009
- 15 Consent Agreement between the Company and Open Text Corporation dated July 24, 2003
- 16 Agreement between the Company and Open Text Corporation with respect to a trademark dispute dated July 24, 2003
- 17 Settlement Agreement between the Company, D3 Security Management Systems Inc and Donald Wilcox dated July 31, 2014

MANAGEMENT SERVICES AND TRANSFER PRICING AGREEMENT

- 18 Management Services and Transfer Pricing Agreement between PPM 2000 Inc (Canada) and PPM 2000 Inc (Nevada) dated August 30, 2005

OFFICE RENTAL AGREEMENTS

- 19 Office Lease between Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc as Lessor and PPM 2000 Inc as Lessee, dated November 30, 2013
- 20 Storage Space Lease between Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc as Lessor and PPM 2000 Inc as Lessee, dated March 1, 2014

SUPPLIER AGREEMENTS

- 21 Igloo MSA between and PPM 2000 Inc , dated September 10, 2012 and Sales Contract between Igloo and PPM 2000 Inc , dated March 31, 2012

MARKET DEVELOPMENT AGREEMENT

- 22 Market Development Agreement between PPM 2000 Inc and Actel Limited, dated May 16, 2013, and addendums to the agreement dated September 19, 2013, January 15, 2014 and April 24, 2014

CUSTOMER AGREEMENTS

- 23 Software License Agreement between PPM 2000 Inc and Hewitt Associate LLC, dated July 30, 2003, and Master Services Agreement between PPM 2000 Inc and Aon Service Corporation, effective July 29, 2011, and Statement of Work No 1 dated July 29, 2011, and Statement of Work No 2 dated July 29, 2011
- 24 Software License Agreement between Barrick Gold Corporation and PPM 2000 Inc , dated June 18, 2012, Statement of Work #1 dated June 18, 2012, and Statement of Work #2 dated January 1, 2013
- 25 Professional Services Agreement between PPM 2000 Inc and Chevron U S A Inc , dated June 14, 2012, and Master Software License Agreement between PPM 2000 Inc and Chevron U S A Inc , dated January 12, 2012
- 26 Master Software License Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Software License & Support Agreement between the

- Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Master Consulting Services Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012
- 27 Software License and Support Agreement between PPM 2000 Inc and Citigroup Technology Inc , dated July 31, 2009
 - 28 Software License and Professional Services Agreement between PPM 2000 Inc and Disney Worldwide Services, Inc , dated March 9, 2010, and Addendum No 1 dated January 27, 2012, and Statement of Work No 2 dated January 27, 2012
 - 29 Perspective Software as a Service Agreement between PPM 2000 Inc and Edward D, Jones & Co , L P , dated December 11, 2012 and Master Confidentiality and Security Addendum for Type I Service Providers (Mutual) between PPM 2000 Inc and Edward D Jones & Co , L P , dated September 25, 2012
 - 30 Software License Agreement between PPM 2000 Inc and Hewlett-Packard Company, dated December 19, 2007
 - 31 Microsoft Vendor Program agreement between Microsoft Corporation and PPM 2000 Inc, dated June 9, 2005, and Software License Addendum to MSVP Agreement between Microsoft Corporation and PPM 2000 Inc, dated, June 9, 2005
 - 32 Contract for IT Projects between PPM 2000 Inc and Novartis International AG, dated July 15, 2014
 - 33 Master Software and Services Agreement between PPM 2000 Inc and the Bank of Nova Scotia, dated March 29, 2012
 - 34 Supply, Configuration and Implementation of Software Solution for Integrated Incident Management System between PPM 2000 Inc and the Greater Toronto Airports Authority, dated November 20, 2012
 - 35 Commercial Terms Contract between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Unilever Brand Protection Global Database, commercial Terms Contract 2 – Statement of Work, between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Software as a Service Unilever Purchasing Agreement, between PPM 2000 Inc and Unilever Business and Marketing Support AG, dated November 8, 2012

The following open source licenses are used in the Company's Intellectual Property

- 1 Automapper License,
- 2 DotNetOpenAuth Microsoft Publishing License,
- 3 Elmah Apache License,
- 4 Net Framework Code Microsoft Software License,
- 5 KnockoutJS MIT License,

- 6 Modernizr MIT License,
- 7 Netwonsoft MIT License,
- 8 TinyMCE GNU Lesser General Public License, and
- 9 WebGrease Microsoft Software License

The following developer tools are used in the Company's Intellectual Property

- 1 Infagistics Enterprise License,
 - 2 Flexera License,
 - 3 TxTextControl License,
 - 4 TxSpell License,
 - 5 Qlikview License,
 - 6 IBM - I2 - Visual Analysis License,
 - 7 DT Search License,
 - 8 Redemption License,
 - 9 Keyoti RapidSpell Desktop License,
 - 10 Dundas License,
 - 11 Bing License, and
 - 12 Combit License
- Pursuant to the Company's standard form Software License Agreement ("SLA"), licensees are prohibited from sublicensing, leasing, or renting the Company's software (the "Software") or using the Software on behalf of third parties. It has come to the attention of the Company that some customers who provide security guard services, such as Paladin Security Group Ltd, (the "Guard Companies") may be allowing their employees to use the Software on behalf of third parties whom they contract their services to. Although the Company has not audited the Guard Companies to ensure compliance with the SLA, the Company suspects that some Guard Companies may be in contravention of the terms of the SLA.

The Company's Intellectual Property contains the following known defects or deficiencies as of November 28, 2014

DEFINITIONS

DEFECT SEVERITY STANDARDS
Last updated on Nov 20, 2014

To determine the severity of a defect, select the highest category where one or more symptoms are true
 Any issue may be moved to high or critical if they greatly affect the perception of the product's quality by end users

Severity Level	Guidelines	Expected Service Commitment
Critical	<ul style="list-style-type: none"> Abnormal halt to application (system crashes or hangs with no workaround) User access is lost Data is lost Information returned to user is incorrect Defect results in the failure of the complete system or of a module within the system (unable to complete transaction – no workaround) SQL Server error Breach of security or confidentiality Resumption of testing requires resolution of the defect 	Resolve immediately Testing of system or a module cannot continue Testing may continue in areas not affected by the defect Shipping is halted
High	<ul style="list-style-type: none"> System crash but workaround exists Basic functionality is not met User interface issue or error message always display that can cause the wrong perception to the customer about the quality of product 	Give High Attention A cutoff will be determined to identify the number of "high" defects which would cause shipping to be halted
Medium	<ul style="list-style-type: none"> Label binding fields Missing or extra behavior but functionality is still there Minor items of functionality is not met 	Defect should be resolved in the normal course of development activities It can wait until a new build or version is created Testing continues A cutoff will be determined to identify the number of "medium" defects which would cause shipping to be halted
Low	<ul style="list-style-type: none"> Cosmetic Spelling mistake in labels forms or documentation Minor usability problems that causes user inconvenience 	Defect is an irritant which should be fixed but which can be fixed after more serious defects have been fixed Testing continues Shipping is not affected

FROM TFS (as at November 27, 2014)

ID	Team Project	Title	Severity	Found In	Created Date
4221	Perspective eReporting	VR 163 - eR2 freezing with IE7	1 Critical	3 1	9/19/2012
4347	Perspective Mobile	BlackBerry User must have 'Locking Records' and 'Unlocking Records' rights in order to add a New Incident	1 Critical	1 2	10/4/2012
4755	Perspective Mobile	BlackBerry - OrgRollups can be changed after Save on a reg User	1 Critical	1 2	11/16/2012
9246	Perspective eReporting	Checkboxes being checked in eReporting does not carry over into Gateway within Perspective	1 - Critical		5/31/2013
9503	Perspective Central Services	Is Active checkbox does not work as licensing will still be able validate even if the license has this unchecked	1 Critical		6/7/2013
12925	Perspective Portal	iOS6 - Cannot select a Workgroup when logged in	1 Critical	1 0 91	11/4/2013
18958	Perspective	Dispatching Submitted an Activity and go Shared Object Reference Error DispatchLog Repository Data SaveActivities	1 - Critical	4 0 2032	8/7/2014
16908	Perspective	Dispatch client Turning SSL settings on/off requires revalidation of Service folder in order to connect to Dispatch client	2 - High	4 1 1139	6/4/2014
19485	Perspective	Perspective always connects using TLS 1 0 even if server only supports TLS 1 1	2 - High	4 1 1260	8/25/2014
20796	Perspective	RG - Dispatch Available Screen is not updated properly with correct On Duty Officer	2 High	4 0 2051	9/29/2014
21019	Perspective	iOS Person Loading a Person record with many Incident linkages causes the request to time out	2 - High	2 2 36	10/10/2014
20784	Perspective	Validity of dlls and exes included on installer should be acceptable	2 High	4 5 1309	9/29/2014
21268	Perspective	Officer Log Reports Notes, this field does not show the entire officer notes	2 High	4 0 2032	10/24/2014
21269	Perspective	Generating a missing client-side report causes disruption on adding entity records	2 - High	4 5 1335	10/24/2014
21483	Perspective	Officer Total Time On Site Within AE will cause error when Date Diff by minutes is too large or date is NULL	2 High	4 0 2032	10/30/2014
21505	Perspective	Saving data error with clothing type in Person involvements after hitting cancel	2 - High	4 0 2032	10/31/2014
21623	Perspective	DispatchLog Officer lists bypasses Workgroup Security for non supervisor user	2 High	4 5	11/3/2014
22272	Perspective	Email notification when adding an investigator to an Incident will now throw a Perspective error	2 High	Cypress/4 6 1040 20141125 1	11/25/2014
22275	Perspective	Investigators lists shows all Person records	2 High	Cypress/4 6 1040 20141125 1	11/25/2014
12915	Perspective	HTML TextBox 1 0 0004 build, text input is right to left	2 High	1 0 0004	11/1/2013
12864	Perspective	HTML TextBox - Default font should be perspective default font	2 - High	Feature Build 1 0 0001	10/30/2013
12866	Perspective	HTML TextBox Creating hyperlink from existing text deletes text	2 - High	Feature Build 1 0 0001	10/30/2013
12905	Perspective	HTML TextBox - not adding anything on Required Fields (Notes/Comments/Description) no longer prompt for required on first data entry	2 - High	1 0 0003	10/31/2013
12182	Perspective	Narratives bullets and numbers cascade thru out the whole narrative when used	2 High	3 3 1139	9/4/2013
12360	Perspective	UDF data is not display on Perspective Clients	2 High	4 0 1139	9/18/2013
13359	Perspective	Investigations Chain of Custody displays different time (on the mobile) when entered on the PSV client	2 High	4 0 1145	11/26/2013
13479	Perspective	Administration - Visual Alerts - All Tabs	2 High	4 0 1145	12/3/2013
13616	Perspective Mobile	User can edit a "read only" record	2 High	2 2 20	12/12/2013
13735	Perspective Integration Services	Vehicles - Links - when a linked record is out of the Users WG rights an error is generated	2 High		12/23/2013
13736	Perspective	Organization Links - when a linked record is out of	2 High		12/23/2013

	Integration Services	the Users WG rights an error is generated			
13737	Perspective Integration Services	Persons - Links when a linked record is out of the Users WG rights an error is generated	2 - High		12/23/2013
13738	Perspective Integration Services	iPhone - Incidents - Involved Items - when a linked record (Owner Name Organization) is out of the Users WG rights an error is generated	2 - High		12/23/2013
13739	Perspective Integration Services	iPhone - Incidents - Involved Items - when a linked record (Owner Name Person) is out of the Users WG rights an error is generated	2 - High		12/23/2013
13743	Perspective Integration Services	Incidents - Involved Organization - when a linked record (Contact Person) is out of the Users WG rights the field is not populated on Mobile	2 - High		12/23/2013
13744	Perspective Integration Services	Incident Person - Losses - when a linked record is out of the Users WG rights the field is not populated on Mobile	2 - High		12/23/2013
13745	Perspective Integration Services	Incidents - Organizations - Losses - when a linked record is out of the Users WG rights the field is not populated on Mobile	2 - High		12/23/2013
13746	Perspective Integration Services	Incident Vehicles - Losses - when a linked record is out of the Users WG rights the field is not populated on Mobile	2 - High		12/23/2013
13747	Perspective Integration Services	Incident Items - Losses - when a linked record is out of the Users WG rights the field is not populated on Mobile	2 - High		12/23/2013
13754	Perspective Mobile	iPad - Mobile - Involved item record - Owner identified (Person/Organization) information does carry over from linked item	2 - High	2 2 21	1/2/2014
13816	Perspective	RG - Administration - Visual Alerts - All Tabs, Add New, Edit, Remove button does not work the first time	2 - High	4 0 1145	1/7/2014
13852	Perspective	Cannot view attachment that is an outlook email message	2 - High	4 0 1145	1/8/2014
13708	Perspective	Gateway Involved Person Employee Number is not displayed or carried over when the incident is submitted	2 - High	4 0 1139	12/19/2013
14219	Perspective	DispatchLog - Hotkeys in DispatchLog work regardless of what form/tab is active	2 - High	4 0 2016	1/30/2014
14317	Perspective	DL - Error creating an activity when 4 or more dispatchers starting an activity simultaneously	2 - High	4 0 2026	2/4/2014
14418	Perspective Portal	Portal - Counter for the activity number created from Portal does not reset to its corresponding year or month format	2 - High	1 1 1054	2/10/2014
14559	Automation	Stable - Error handling when a Perspective Error Occurs	2 - High		2/25/2014
14748	Perspective Portal	Log out of the Portal won't log the user out of the system (just the web page)	2 - High	4 0 2032	3/7/2014
14754	Perspective	During auto clean up Perspective Session table, system should automatically clean up the associated IS session	2 - High	4 0 2032	3/7/2014
15457	Perspective	Move Officer to Off Duty while he has outstanding assignment cause login issue in Mobile	2 - High	4 1 1056	4/7/2014
15478	Perspective	Main Dispatch Screen Default Label (Main Window) is not label bound	2 - High	4 1 1059	4/9/2014
14789	Perspective	Launching Charts on AE query shows error	2 - High	1 0 0098	3/12/2014
15052	Perspective Portal	[RG] If "Items, Organizations, Persons or Vehicles" set to required, Portal won't save stating there's missing requirement	2 - High	1 1 1054	3/21/2014
15780	Perspective	Perspective crashes when you try to access a person record that has many links in history associated with the person record	2 - High	4 0 2032	4/17/2014
16235	Perspective	Dispatch Client - Admn Officers - User without allow dispatch access is listed in user list	2 - High	4 1 1093	5/5/2014
16494	Perspective	Perspective database - tblLinkIncidents - column LinkedIncidentID_FK has the wrong constraint on it	2 - High	4 0 4 0 2032_20140212 1	5/15/2014
16629	Perspective	Delete Rights will not work if not in your default Workgroup	2 - High	3 3 1139	5/22/2014

16648	Perspective	Dispatch client - Admn officer image Cannot set large file size image to an officer	2 - High	4 1 1122	5/22/2014
16836	Perspective	DispatchLog Activity Status On Scene or On Route without an Assigned Officer	2 - High	4 0 2032	5/30/2014
16900	Perspective	Dispatch client Login Service folder is hardcoded to use 'integrationservices' folder	2 - High	4 1 1139	6/4/2014
16923	Perspective	Dispatch System - Dispatch engine treats 'Default' and 'Primary' database IDs as two different engines	2 - High	4 1 1136	6/4/2014
17937	Perspective	RG Dispatch Client - Admin - Zones and Teams - Deleting a WorkZone using delete key does not delete workzone	2 - High	4 1 1197	7/3/2014
17941	Perspective	RG - Dispatch Client - Admin - Zones and Teams - Deleting a Team using delete key does not delete team	2 - High	4 1 1197	7/3/2014
17978	Perspective	Dispatch Client Admn Zones and Teams - Locking/unlocking of records malfunction often between users	2 - High	4 1 1200	7/4/2014
18555	Perspective	User with hidden privilege may inadvertently modify a shared AE query when executing the shared AE query	2 - High	4 1 1225	7/24/2014
9236	Perspective	RG - Incidents SQL Error - After removing evidence while creating record	2 - High	3 3 1139	5/30/2013
9613	Perspective Mobile	INVOLVED ORGANIZATIONS REQUESTS and RESPONSES Displaying Incorrect Date or Time on Mobile App	2 - High	2 0 144	6/12/2013
9663	Perspective Integration Services	iOS Cannot edit records outside of a users workgroup when update rights are granted via a workgroup exception	2 - High	2 0 137	6/13/2013
8856	Perspective Mobile	BB MOBILE - Persons User NOT able to do a "blank" search	2 - High	1 3	5/15/2013
9853	Perspective Mobile	iOS Drafts - Created Date/Time is not displayed on the Draft	2 - High	2 0 150	6/19/2013
9863	Perspective Mobile	iPAD Involved Organization General Contact Phone field NOT saving	2 - High	2 0 150	6/20/2013
9866	Perspective Mobile	iOS - Drafts Deleted Draft is not removed from the list	2 - High	2 0 150	6/20/2013
9673	Perspective	INVOLVED ORGANIZATIONS REQUESTS and RESPONSES Displaying Inconect Date or Time on Mobile App	2 - High	3 3 1139	6/13/2013
10716	Perspective Portal	IE9 - Log on - DB and BID are not populated when using the AuthString	2 - High	20130719 2	7/19/2013
10791	Perspective	Perspective freezing when adding multiple officers	2 - High	4 0 1063	7/23/2013
11389	Perspective	Gateway eIncident records can be accepted with invalid data	2 - High	3 3 1139	8/9/2013
11393	Perspective	Dataforms - Incidents Having a / in the Call Category causes the lower rollups to populate incorrectly on load	2 - High	3 2 1161	8/9/2013
11785	Perspective	Administration Workgroup Visibility gets clear off when trying to delete the Lookups / Rollups	2 - High	3 3 1139	8/21/2013
11978	Perspective	Additional Perspective exe process shows up on initial deployment of Perspective click once client	2 - High	4 0 1094	8/28/2013
11997	Perspective	VA Show Record clashes Perspective	2 - High	3 3 1193	8/28/2013
12091	Perspective	Simultaneous log-in to Perspective client	2 - High	4 0 1098	8/30/2013
12231	Perspective	Dataforms - OrgRollups are disabled on add when the top level is assigned	2 - High	3 3 1139	9/6/2013
4693	Perspective	Reports - Incident related reports - links section is not displayed unless you have link to another incident	2 - High	3 2 1156	11/6/2012
3231	Perspective	VR 85 Sub Admin can give a new user access to workgroup the should not have	2 - High	3	7/10/2012
3232	Perspective	VR 109 - Time on Scene must be calculated when ever an officer arrives	2 - High	3	7/10/2012
2207	Perspective	Analysis Expert - Charts Attempting to graph a Pie chart with a 0 value causes an error	2 - High	3 1 1122	5/17/2012
3195	Perspective	VR 116 - AE error when date format is Server and client computer are different	2 - High	2 2	7/9/2012
3197	Perspective	VR 107 - Freq Dist Report - Criteria does not allow for Site Rollup	2 - High	2 5	7/9/2012

208	Perspective	VR 31 - User who does not have Investigations has access to view Investigations in AE	2 - High	2 2	11/30/2011
3208	Perspective	VR 82 - SOP in Activity Data Form value of change is not logged in Audit logs	2 High	3	7/10/2012
3436	Perspective	VR 112 - incident Number Skipping	2 High	3	7/25/2012
3440	Perspective	VR 93 - Dashboard Charts Organization affecting logm capability at Ameristar	2 High	3	7/25/2012
3537	Perspective	VR 84 Quick Find Issue with searching plain text narratives	2 - High	2 5	8/2/2012
3924	Perspective	VR 24 Large images do not remove	2 High	2 5	8/14/2012
4773	Perspective Mobile	BlackBerry Links cannot be added to Persons, Organizations or Vehicles	2 High	1 2	11/21/2012
4796	Perspective Mobile	iOS iPad Incidents - when creating new the Save prompt does not appear when navigating away	2 High	2 0 141	11/23/2012
4901	Perspective Integration Services	iOS - Logon Lockout after unsuccessful attempts is not enforced	2 High		11/29/2012
4907	Perspective	RG - Mixing use of Autopopulated fields with picking drop downs leads to blank rollups	2 High	4 0 2032	11/29/2012
4911	Perspective eReporting	VR 178 - 3 2/Gateway - spell check viewing issue	2 High	2	11/30/2012
5682	Perspective Mobile	BB Vehicle Losses are not Saving	2 High	1 2	1/17/2013
7080	Perspective	Higher DPI settings data on Reports corrupted (overlapping)	2 High	3 3 1103	2/27/2013
5354	Perspective Connect	Refresh Connection of OnGuard Settings will remove device to site mappings	2 High		1/4/2013
7653	Perspective	Setting Gateway Privileges 'Visibility' for ePersons may not be saved	2 - High	3 3 1123	3/21/2013
7969	Perspective	Workgroup Analysis - Recovered displaying correctly in By Location	2 High	1 2 6	4/15/2013
7805	Perspective Mobile	BB MOBILE - Cache manager User NOT able to see Person, Org, Item, Vehicle and Add Fields info	2 - High	1 3	4/3/2013
8599	Perspective Integration Services	iOS - Inv Item - Owner Identified/Known slider button can not be set to On	2 - High	2 0 101	5/7/2013
8626	Perspective Integration Services	iOs - Inv Vehicles - Driver Identified slider is not saving when turning it on (Offline mode)	2 High	2 0 101	5/7/2013
8659	Perspective	Quick Find Indexing System out of memory exception on some tables when size of the database indexed is quite large (~24 GB)	3 Medium	- 3 2 1161	5/9/2013
8744	Perspective Mobile	iPhone - Inc Links - Deleting a record used as a link is not removing the link	3 Medium	- 2 0 115	5/10/2013
8747	Perspective Mobile	iOS - Inc Links - are not being removed when original record is deleted	3 Medium	- 2 0 115	5/10/2013
8804	Perspective	Analysis Expert > Criteria Designer logical operator reverting back to end when deleting a criteria	3 Medium	- 3 3 1139	5/13/2013
7856	Perspective	Log on Databases are not displaying correctly when changing the Business ID	3 Medium	- 3 2 1161	4/9/2013
8452	Perspective	Connection screen - word on the button is missing	3 Medium	- 3 3 1139	5/3/2013
8453	Perspective	Disconnected Status is displayed eventhough client is connected to the service	3 Medium	- 3 3 1139	5/3/2013
8323	Perspective Mobile	iPhone- Height in Involved person gives incorrect result if updated in client	3 Medium	- 2 0 101	4/25/2013
8334	Perspective	Currency Does not allow for Turkish Lira	3 Medium	- 3 3 1139	4/26/2013
8335	Perspective Integration Services	Currency Does not allow for Turkish Lira	3 Medium	- 3 3 1139	4/26/2013
8409	Perspective	Narrative Formatting highlighting is not proper (Bold, Italic, Underline)	3 Medium	- 3 3 1139	5/1/2013
7684	Perspective eReporting	eReporting shows HTTP 401 when its configured Perspective Service uses IIS Windows authentication	3 Medium	-	3/25/2013
7728	Perspective	REPORTS Using another language beside User's	3	- 3 2 1161	3/27/2013

		default will display correct labels but no data	Medium		
5599	Perspective Integration Services	UDF's Still use DateTime instead of INT for DateTime Fields	3 Medium	-	1/14/2013
7269	Perspective	Flags visibility not working (as expected)	3 Medium	3 2 1161	3/6/2013
7368	Perspective Integration Services	Delete call will always return "success" even the GUID provided couldn't be found in database	3 Medium	-	3/11/2013
7472	Perspective	Generic reports to return null results with category & sub category criteria	3 Medium	3 2 1161	3/14/2013
5692	Perspective	Deleting business config, restart, log in and Perspective not cleaned	3 Medium	- 3 3 1049	1/17/2013
5716	Perspective eReporting	Microsoft JScript runtime error (eReporting single page template)	3 Medium	-	1/18/2013
3925	Perspective	VR 13 Record changes made by two users at the same time are not audit correctly	3 Medium	2 2	8/14/2012
3985	Perspective Mobile	Blackberry->Find Incident Does not bring any result	3 Medium	- 1 1	8/17/2012
3986	Perspective Mobile	Blackberry >Incident->Involved Vehicle On opening a vehicle an exception occurred	3 Medium	1 1	8/17/2012
3987	Perspective Mobile	Blackberry >Incident > Involved Vehicle On opening an involved vehicle 'Error Loading Vehicle' message appeared	3 Medium	- 1 1	8/17/2012
3988	Perspective Mobile	Blackberry >Caching lookups, rollups were observed to be very slow on 3 1	3 Medium	1 1	8/17/2012
3989	Perspective Mobile	Blackberry->3 1 Application stops responding randomly	3 Medium	- 1 1	8/17/2012
3228	Perspective eReporting	VR 14 - Gateway Reported By Viewing Issue	3 Medium	-	7/10/2012
3229	Perspective eReporting	VR 36 eReporting 2 0 Item Quantity Field	3 Medium		7/10/2012
1650	Perspective	Reports - Incident Classification - Charts are not displaying the correct Currency symbol	3 Medium	- 3 1 1122	2/24/2012
1805	Perspective	AE - Incident Queries containing loss fields produce error after updating to v3 1	3 Medium	3	3/7/2012
3207	Perspective eReporting	VR 96 Reported Date Time not matching Regionalization in the Gateway	3 Medium	-	7/10/2012
4548	Perspective Integration Services	CallTaker - User without DispatchLog access can log onto the CallTaker form	3 Medium	-	10/22/2012
4549	Perspective Integration Services	CallTaker - The Activity grid is enforcing Access Level restrictions	3 Medium	-	10/22/2012
4634	Perspective	Dataforms - Incidents - Involved Person Involved Person without a Linked Person causes Losses tab to lose Associated To field after a Perspective Refresh	3 Medium	3 1 1122	10/31/2012
4643	Perspective Integration Services	CallTaker Closed CallTaker Activities display as Unlocked	3 Medium	- 1 0 20	11/1/2012
4711	Perspective	AE - Shared queries existing query "Trespass Info" does not run	3 Medium	3 2 1158	11/9/2012
4752	Perspective Mobile	BlackBerry - Caching Lookups and Rollups does not behave as expected	3 Medium	- 1 2	11/16/2012
4753	Perspective Mobile	BlackBerry error generated when Saving a record	3 Medium	- 1 2	11/16/2012
4756	Perspective Mobile	BlackBerry - OrgRollups the User can only see the records below what is set	3 Medium	1 2	11/16/2012
4343	Perspective Mobile	BB Perspective Mobile User NOT able to do a detail Incident search using 'Date Reported'	3 Medium	- 1 2	10/4/2012
4344	Perspective Mobile	BB Perspective Mobile User NOT able to edit an Attachment	3 Medium	1 2	10/4/2012
12232	Perspective	Dataforms - OrgRollups - lists are not loading on Add	3 Medium	3 3 1139	9/6/2013
12289	Perspective Portal	Android - Cannot add image to BOLO announcement	3 Medium	- 1 0 0081	9/11/2013
12299	Perspective Portal	Portal-Manage page User is kicked off - on saving corrupted image in themes	3 Medium	- 1 0 0083	9/12/2013

12304	Perspective	User is forced to save after changing every lookup	3 Medium	-	4 0 1111	9/12/2013
12324	Perspective Portal	Clicking home on the submit page with an invalid session displays invalid session page	3 Medium	-	1 0 0085	9/13/2013
12327	Perspective	Named Licensing Removing named user license that has same username, different database	3 Medium	-	4 0 1117	9/13/2013
12328	Perspective	Role Privileges on Analysis Expert lock when you change the Charts Allow Override	3 Medium	-	3 3 1139	9/13/2013
12079	Perspective Portal	Man WGs - Lay out Primary Settings section	3 Medium	-	1 0 0066	8/30/2013
12081	Perspective	Performing an add of a record (after a session retry - retake control) will cause the Owner Workgroup (of a record creation) to be blank	3 Medium	-	4 0 1098	8/30/2013
12026	Perspective Portal	portal-extra white space when controls are invisible	3 Medium	-	1 0 0060	8/29/2013
11801	Perspective	Using MSI Perspective Client icons from initial install to send email with Outlook 2007 (32 bit) as default causes Perspective Error message	3 Medium	-	3 3 1128	8/22/2013
11664	Perspective Mobile	iOS - named user licencing ended session does not have a message	3 Medium	-	2 1 15	8/16/2013
11730	Perspective Integration Services	IS Account management - IS does not clean up locked accounts	3 Medium	-		8/20/2013
11541	Perspective	QuickView Created by User ID Entity list does not have hotkeys	3 Medium	-	4 0 1076	8/13/2013
10840	Perspective Portal	IE9 Workgroup logo does not upload/save	3 Medium	-	1 0 0009	7/24/2013
11088	Perspective Portal	IE9- Portal- Request an officer - Delay in validation messages to appear	3 Medium	-	1 0 0015	7/30/2013
11318	Perspective Portal	Portal home page layout - announcements with gratuitous amounts of text do not collapse	3 Medium	-	1 0 0028	8/7/2013
11356	Perspective eReporting	eReport templates part of Item Class Rollup value (InvolvedItem_Type) not be submitted	3 Medium	-		8/8/2013
11358	Perspective Portal	IE9 BOLO - Cant upload image	3 Medium	-	1 0 0029	8/8/2013
11360	Perspective eReporting	Monash eReport - need to change the way to get a DropdownLast selectedItem text	3 Medium	-		8/8/2013
11383	Perspective	Clicking on a different lookup/rollup node will cause previously added value (on a different node) that was not saved to disappear	3 Medium	-	4 0 1074	8/8/2013
10739	Perspective Portal	IE9 - New announcements are not showing on home page	3 Medium	-	20130722 1	7/22/2013
10740	Perspective Portal	IE9 Deleted Announcements return after refresh	3 Medium	-	20130722 1	7/22/2013
10762	Perspective Portal	IE9 - Rollups created/edited/deleted in PSV are not reflected in Portal (Caching issue)	3 Medium	-	20130723 2	7/23/2013
10373	Perspective Portal	IE9 two images for logout button	3 Medium	-	20130711 2	7/11/2013
10379	Perspective	Account Policies - # of unsuccessful attempts is not working	3 Medium	-	4 0 1053	7/11/2013
10390	Perspective Portal	IE9 - not able to see the Workgroups list on home page	3 Medium	-	20130711 3	7/11/2013
9821	Perspective Mobile	iOS Swiping left on a edit field causes delete button to show	3 Medium	-	2 0 147	6/18/2013
10224	Automation	[Framework] Adding an INIT lookup/rollup value with a slash becomes reversed during INIT population weird	3 Medium	-		7/4/2013
10249	Perspective	Improper English in Error Message - Delete Lookup	3 Medium	-	3 3 1139	7/5/2013
9868	Perspective Mobile	iOS - Favorites - Deleted Favorite is not removed from the list	3 Medium	-	2 0 150	6/20/2013
9881	Perspective Mobile	RG IPHONE Audio can be added and takes default extension (aac)	3 Medium	-	2 0 150	6/20/2013
9182	Perspective	License validation will fail when Widows security policy (use FIPS compliant algorithms) is Enabled	3 Medium	-	3 3 1139	5/28/2013
5320	Perspective Mobile	iOS Language is not getting updated for the user (not on re login/ not on ie sync)	3 Medium	-	2 0 51	12/20/2012
9207	Perspective	iOS Ipad add/edit Incidents - searching lower	3		2 0 131	5/29/2013

	Mobile	levels of rollup does not show parents	Medium		
9281	Perspective	Inconsistency between the goto hyperlink in History tab on Persons and all other entities	3 Medium	- 4 0 1020	6/3/2013
9403	Perspective	Auditing - Flag Name and Workgroup name is not shown in the Detail Tree	3 Medium	- 3 3 1139	6/5/2013
9549	Perspective Mobile	iOS Item Labels	3 Medium	- 2 0 142	6/11/2013
18558	Perspective	Max attachment in Saas not retaining adjusted value stays at 40MB despite being increased	3 Medium	- 4 0 2032	7/24/2014
18564	Perspective	Disconnected Client that attempts to re connect to service with expired security context will not receive initial data sets from service	3 Medium	- 4 1 1229	7/24/2014
18668	Perspective	Clustering - EngineGroup entry is not removed if it is the last engine	3 Medium	- 4 1 1230	7/29/2014
18756	Automation	TC7583 Multiple Attachments - Adding attachments to portal incident fails causing the keyword test to get count mismatch on no. of attachments	3 Medium	- 7/31/2014	7/31/2014
18775	Perspective	Clustering - Disconnecting a node does not cause it to be removed from connections DB	3 Medium	- 4 1 1238	7/31/2014
18792	Perspective	Dispatch Client - Entity framework throws 3000+ errors when disconnected from DB	3 Medium	- 4 1 1238	7/31/2014
18795	Perspective	Dispatch Client - Admin Locations Link To Perspective site does not release its lock in real time	3 Medium	- 4 1 1238	7/31/2014
18804	Perspective	Clustering - Node throws 7000+ errors when a peer is disconnected from the network	3 Medium	- 4 1 1238	7/31/2014
18810	Perspective	Dispatch Client - Exception thrown in event log on logout	3 Medium	- 4 1 1238	7/31/2014
18816	Perspective	Deleting (and replacing) an image re-appears on the image preview page	3 Medium	- 4 1 1240	8/1/2014
18823	Perspective	Admin Locations Locks don't appear when switching to location	3 Medium	- 4 1 1240	8/1/2014
17331	Perspective	System Privileges Case Involvements receives extra nodes when upgrading from 3.1 > 3.2	3 Medium	- 3 2 1161	6/13/2014
17332	Perspective	System Privileges Incident Involved Vehicle still has Vehicle Damages under it	3 Medium	- 3 1 1122	6/13/2014
17355	Perspective	Hiding Fields in System Privileges Results in Wrong Formatting of Incident Reports	3 Medium	- 4 0 2032	6/13/2014
17395	Perspective	Log does not prompt when leaving unsaved changes	3 Medium	- 4 1 1206	6/16/2014
16906	Perspective	Mobile Dispatch - Web socket error cause WPF and iOS data out of sync	3 Medium	- 1 0 79	6/4/2014
16646	Perspective	Long narrative will repeat itself in other narrative in printout	3 Medium	- 4 0 2032	5/22/2014
16197	Automation	INIT Populate Rollups - Timing issue (edit button not enabled in time)	3 Medium	- 5/2/2014	5/2/2014
16616	Perspective	Dispatch Client - Admin Officer - Newly added officer does not show up on Officer list in order	3 Medium	- 4 1 1177	5/21/2014
17608	Perspective	CallTaker Able to login without Supervisor right	3 Medium	- 1 0 30	6/20/2014
17610	Perspective	CallTaker State/Province being populated causes error	3 Medium	- 1 0 30	6/20/2014
17611	Perspective	CallTaker - Scheduled Activities appear before starting	3 Medium	- 1 0 30	6/20/2014
17612	Perspective	CallTaker - Activities added from CallTaker does not cause DispatchLog to refresh in RealTime	3 Medium	- 1 0 30	6/20/2014
17615	Perspective	Adding a custom help file resets the language used to based Language in Gui	3 Medium	- 4 0 2032	6/20/2014
17863	Perspective	Person Log - Involvement type dropdown box becomes transparent	3 Medium	- 4 1 1192	6/27/2014
17878	Perspective	Editing a user resets ORG rollup value level 2 or higher for user	3 Medium	- 4 0 2032	6/30/2014
16568	Perspective	RG - Perspective 4.0 bug - "error on initial download	3 Medium	- 4 0 2023	5/16/2014
16278	Perspective	Dispatch client - Admin officers - Multiple tab key press needed to move focus out of officer list	3 Medium	- 4 1 1101	5/7/2014
16320	Perspective	Logout Button does not function	3 Medium	- 4 1 1108	5/9/2014
15791	Perspective	Pinning and un-Pinning the middle pane may cause	3	4 0 2032	4/17/2014

		the detail form to be partial hidden	Medium		
15891	Perspective	IS EMPTY for for fields with HTML (such as Investigation Logs and other description fields)	3 Medium	1 0 0146	4/23/2014
15909	Perspective	Item Value and Serial numbers are missing on Buckeye's main DataForms > Items screen	3 Medium	1 0 0147	4/24/2014
15911	Perspective	Date UDF under Incident Items showing on Report as M/d/yyyy h mm tt	3 Medium	4 0 2032	4/24/2014
15112	Automation	[KeywordTest TC6323] potential timing issue using textbox to select the record	3 Medium	-	3/26/2014
14855	Perspective Portal	Manage - Background Image is not updated when changes	3 Medium	11 1054	3/14/2014
14993	Perspective	RG Perspective Label binding for "Controls" tab label in Dataforms > Items	3 Medium	4 0 2032	3/19/2014
15159	Perspective	scrolling mouse feature does not work on some page/windows	3 Medium	4 0 2032	3/27/2014
15160	Perspective	Copy and Paste does not work in some screen, must use shortcut key (CTRL+C, CTRL+V)	3 Medium	4 0 2032	3/27/2014
9852	Perspective Mobile	iOS Drafts - empty cell is displayed in the Incidents list	3 Medium	2 0 150	6/19/2013
15765	Automation	[Test run] TestExecute closing the project (after a complete run) will cause verification to save the changes	3 Medium	-	4/17/2014
15496	Perspective Connect	Device events will not be received by the AMAG plugin if connectivity to the AMAG web services are momentarily interrupted	3 Medium	-	4/9/2014
15497	Perspective Connect	Every the AMAG plugin accesses the AMAG web service, there is a possibility of memory to be leaked	3 Medium	-	4/9/2014
15514	Perspective Connect	Clearing a setting in the Perspective Settings tab after the connection is successfully refreshed will not make subsequent attempts to connect fail	3 Medium	-	4/10/2014
15518	Perspective Connect	Changes to Perspective Settings using Configuration Manager do not get pushed to the windows service while the service is running	3 Medium	-	4/10/2014
15583	Perspective	WorkFlow View - Incorrect fields in _LossesRecoveriesDetails view with Person loss EntityID FK	3 Medium	4	4/11/2014
15585	Perspective	WorkFlow Views - error in Loss, recovery, no impact calculations in _LossesRecoveriesDetails	3 Medium	4	4/11/2014
15642	Perspective Portal	lettering for the buttons within adding involved entities to an incident are hardcoded to be white ADD & CANCEL	3 Medium	1 1 1054	4/14/2014
15664	Perspective	Workflow - Views - LossesRecoveriesDetails Mismatch record and involved record	3 Medium	4	4/14/2014
14759	Perspective	Changes to web config files	3 Medium	4 0 2032	3/10/2014
14763	Perspective	DispatchLog Site Note marquee does not appear when SysAdmin creates an Administrator role User	3 Medium	4 0 2032	3/10/2014
14562	Perspective	Cannot save Case sensitive changes within the Summary field in both Incidents and Activities	3 Medium	4 0 2032	2/25/2014
14585	Perspective	Lock/Unlock button is not refresh properly in Add Mode	3 Medium	4 0 1139	2/26/2014
14738	Perspective	Analysis Expert button consistency (delete remove)	3 Medium	4 1 1038	3/7/2014
14430	Perspective	RG - Dispatch - Activity list is not displayed in Clone Activities when it is being edited	3 Medium	4 0 2031	2/12/2014
14490	Automation	Stable INIT_Start error on stable project against certain VMs	3 Medium	-	2/18/2014
14491	Automation	Stable - INIT Start > SetProjectLevelVariables	3 Medium	-	2/18/2014
14504	Perspective	Adding Person from AD just import first and last name	3 Medium	3	2/19/2014
13726	Perspective Portal	iOS7 - Multiselect controls not retaining selection	3 Medium	1 1 1048	12/20/2013
13860	Perspective eReporting	eReport allowing closing date/time prior to opening	3 Medium	-	1/8/2014
14142	Perspective	Cannot hide the Outcome Tab within Incidents	3 Medium	2	1/23/2014

14174	Perspective Portal	Chrome - Request an officer Site rollups changes causes Description field to be cleared	3 Medium	- 1 0 91	1/24/2014
14209	Perspective	DispatchLog - assigning the same Officer is not refreshing (On Duty window)	3 Medium	- 4 0 2014	1/29/2014
14210	Perspective	DispatchLog - assigning the same Call Signs to different Officers are not refreshing (On Duty window)	3 Medium	- 4 0 2014	1/29/2014
14217	Perspective Mobile	Person creation, flags are not added when using iPad	3 Medium	- 2 1 21	1/30/2014
13762	Perspective	Reports - Incident Condensed Landscape when labels are long and wrapped the underline looks broken	3 Medium	- 3 2	1/3/2014
13764	Perspective	Reports Incident Condensed Landscape Labels are overlapped	3 Medium	- 3 2	1/3/2014
13773	Perspective Portal	iPhone iOS7 - Add Announcement page controls are not aligned properly	3 Medium	- 1 1 1045	1/6/2014
13617	Perspective	Service Manager Downloads - Service Manager does not appear to be checking for Downloads	3 Medium	- 4 0 1144	12/12/2013
13636	Perspective Portal	Display UDFs checkbox is not removed when Report an Incident section disabled	3 Medium	- 1 1 1045	12/13/2013
13240	Perspective	RG - Cases Links - Missing Number of Linked Incidents Label in Read Mode	3 Medium	- 4 0 1145	11/19/2013
13252	Perspective	Total time spent format	3 Medium	- 2 2 7	11/19/2013
13318	Perspective Integration Services	Forward slash in a class roll up behaving incorrectly with IS	3 Medium	- Perspective 3 3 2074	11/20/2013
13323	Perspective	Investigation Details - Date field values not reflecting accurately in PSV client	3 Medium	- 2 2 7	11/21/2013
12362	Perspective	UDF field is not displayed in Client	3 Medium	- 4 0 1123	9/18/2013
12369	Perspective	(Workflow 7 8) Incident/Case - Investigation Count by Person not showing for Cases Investigation and shows incorrect UniqueIdentifier	3 Medium	- Workflow 7 8	9/19/2013
12427	Perspective	RG - DispatchLog SOP checkmarks are not refreshing in RealTime when editing an Activity	3 Medium	- 4 0 1139	9/26/2013
12430	Perspective	DispatchLog - after changing the owner workgroup to a workgroup that is not visible user can still close activity	3 Medium	- 3 3 1139	9/26/2013
12515	Perspective	Dispatchlog - Offsite Check checks outside of the Check Box	3 Medium	- 3 2	10/4/2013
12524	Perspective	Missing FK constraint on tblIncidents RecordOwnerPersonsID FK field	3 Medium	- 4 0 1139	10/7/2013
12643	Perspective	QuickFind - clicking the QuickFind button does nothing after a Search	3 Medium	- 4 0 1139	10/17/2013
12644	Perspective	Dataforms - QuickView Importing XML Saved View with Investigator causes error	3 Medium	- 4 0 1139	10/17/2013
12480	Perspective	Business Unit hierarchy Report - names with Comas will not be in Report	3 Medium	- 4 0 1139	10/1/2013
12495	Perspective	Chart Wizard in AE prone to crash	3 Medium	- 3 3 1139	10/2/2013
12651	Perspective	QuickFind Searching on the word Special generates an error	3 Medium	- 4 0 1145	10/17/2013
12658	Perspective Mobile	iOS7 Mobile 1 1 2 - Crash after saving a new narrative	3 Medium	- 1 1 2	10/18/2013
12859	Perspective	HTML TextBox - Cannot scroll when record is in read mode	3 Medium	- Feature Build 1 0 0001	10/30/2013
12906	Perspective	HTML Formatting - Notes/Description/Comments will be all in XML when doing quick find searching	3 Medium	- 1 0 0003	10/31/2013
12895	Perspective	HTML Formatting - Tabs are imprisoned in the formatting box this affects tabbing	3 Medium	- 1 0 0003	10/31/2013
12899	Perspective Portal	User logged in Portal on Desktop and Mobile is removing the manage icon but not logging the user out	3 Medium	- Version 1 1 1015	10/31/2013
12901	Perspective	HTML Formatting Sub entities shows/previews its comments/notes/description on the grid as XML	3 Medium	- 1 0 0003	10/31/2013
12916	Perspective	HTML TextBox - Saving a Workgroup/Role with Workgroup/Role Description shows "7"	3 Medium	- 1 0 0004	11/1/2013

12918	Perspective	HTML TextBox - Saving a User with Comments shows " "	3 Medium	- 1 0 0004	11/1/2013
13069	Perspective Mobile	Mobile Advanced Search using rollop as a criteria will only display absolute results	3 Medium	- 2 1 27	11/6/2013
13104	Perspective	AE - Chart Data with Apostrophe will result in "Render Chart" Error	3 Medium	- 4 0 1145	11/8/2013
22285	Perspective	"Perspective de lancement" should read "Lancer Perspective"	3 Medium	- 4 5 1335	11/26/2014
22298	Perspective	Font color issue with white gradient	3 Medium	- PSV 4 5/4 5 1337_20141110 1	11/26/2014
22299	Perspective	External address default value is invalid	3 Medium	- PSV 4 5/4 5 1337_20141110 1	11/26/2014
22374	Perspective	Person record search under "Record Owner" for an Incident Query shows a Person record that does not have a user	3 Medium	- Cypress/4 6 1040_20141125 1	11/26/2014
22143	Perspective	An error message is throw when an image is uploaded for an officer	3 Medium	- Cypress 1036	11/21/2014
22152	Perspective	Non existent entity may result in a blank field on save	3 Medium	- PSV 4 5/4 5 1335_20141014 1	11/21/2014
22160	Perspective	Apostrophes replaced by tildes in French language pack	3 Medium	- PSV 4 5/4 5 1335_20141014 1	11/21/2014
22162	Perspective	Dispatch Client - A user can delete a team that is associated to a working zone	3 Medium	- Cypress 1038	11/21/2014
22166	Perspective	Dispatch Client Renaming an work zone with multiple users logged and accessing the same Opzone results in a SQL error	3 Medium	- Cypress 1038	11/21/2014
22176	Perspective	Dispatch Client - Off/On Duty Searching Call Signs is incorrect	3 Medium	- 4 6 1039	11/24/2014
22255	Perspective	Users cannot log into Perspective when they are forced to changed password with Concurrent Licenses	3 Medium	- PSV 4 5/4 5 1337_20141110 1	11/25/2014
22264	Perspective	Default ordering on Workgroups Users, Roles, Officer lists have changed	3 Medium	- 4 6 1040	11/25/2014
22267	Perspective	Toggle of Sorting no longer works as expected for: Workgroups, Users Roles and Officers list	3 Medium	- 4 6 1040	11/25/2014
21671	Perspective	Map Panel missing elements in dispatch pin preview (when you hover)	3 Medium	- 4 6 1020	11/4/2014
21676	Perspective	Map Panel - Dispatch pins displays correct Call Category	3 Medium	- 4 6 1020	11/4/2014
21708	Perspective	Dispatch Client Dispatch - Choosing A Call Category From The Auto Complete Drop Down Does Not Remove Required Field Indicator	3 Medium	- Cypress 1020	11/4/2014
21729	Perspective	Dispatch Client - Create Dispatch - Sometimes there is no prompt when closing the form with data entered	3 Medium	- Cypress 1020	11/5/2014
21751	Perspective	Dispatch Client - Create Dispatch - Code field doesnt clear when a selection is not made	3 Medium	- Cypress10 20	11/5/2014
21954	Perspective	Adding a Linked record to selection limits the query to only results with BOTH linked records	3 Medium	- Perspective 4 0/4 0 2032_20140212 1	11/12/2014
21773	Perspective	Dispatch Client Zones & Teams - Focus Is Cancelled When Clicking Into An Editable Control On An Unselected Working Zone Team Row	3 Medium	- Cypress 1021	11/5/2014
21797	Perspective	Dispatch Client Officer Panel Call Sign, Current Dispatch ID information are not being populated	3 Medium	- Cypress 1022	11/6/2014
21801	Perspective	Dispatch Client Officer Panel Dispatch #, Time Elapsed information are not populated	3 Medium	- Cypress 1022	11/6/2014
21805	Perspective	DispatchClient Maps Officer task does not display Indoor Location	3 Medium	- Cypress 1020	11/6/2014
21833	Perspective	Dispatch Client - On/Off Duty - Performance seems slow in certain areas	3 Medium	- Cypress 1023	11/7/2014
21836	Perspective	Perspective Login Change password on Login issue	3 Medium	- Cypress10 23	11/7/2014
21564	Perspective	Dispatch Client Closing main Dispatch window will not show prompt if user has unsaved data	3 Medium	- Cypress 1018	10/31/2014
21601	Perspective	Admin - Workgroup - Tab focus skips Case Prefix	3 Medium	- Version 4 0 2032	11/3/2014
21613	Perspective	DispatchClient Admin Officers No prompt for unsaved data	3 Medium	- Cypress 1019	11/3/2014

21477	Perspective	Create dispatch (old dispatch) Verify Credentials error	3 Medium	4 0 2051 (GTAA)	10/29/2014
21265	Perspective	Activities Attachments Attachment Manager Clicking 'X' To Close The Form Prompts User To Save But Does Not Save Changes When Choosing Yes	3 Medium	4 0 2032	10/23/2014
20788	Perspective	Pivot Grid - Date dropdown labels do not appear in a logical order in the grid	3 Medium	4 5 1309	9/29/2014
21241	Perspective	RG Spell check window is too small - Options and Cancel button is partially covered	3 Medium	4 5 1335	10/22/2014
21194	Perspective	Perspective Mobile Double-tapping Settings causes app crash on iPad	3 Medium	2 2 40	10/17/2014
20802	Perspective	Quick View - Persons Previewing Using Criteria Field Name With No Selected Value Causes Internal Error	3 Medium	4 0 2032	9/29/2014
20673	Perspective	'Created time' and 'Last Run Time' are in different timezones when the client runs on another timezone	3 Medium	4 5 1302	9/23/2014
20765	Perspective	Dispatch - Duplicate officers can be assigned On Duty	3 Medium	4 0 2051	9/26/2014
20776	Perspective	If two AE queries have the same name, only 1 displays in the custom reports Choose Source Table menu	3 Medium	4 5 1309	9/29/2014
20842	Perspective	DF Person History will not show recovery from with any involvement Associated Type	3 Medium	4 0 2032	10/1/2014
20845	Perspective	Visual Analysis Show Relationship between Case and Incident show a double relationship	3 Medium	4 0 2032	10/2/2014
20861	Perspective	Incident Investigation time in Person History inconsistent with the time in incident record	3 Medium	4 0 2032	10/2/2014
20883	Perspective	AE Creating a query using Case Duration does not show results	3 Medium	4 0 2032	10/3/2014
20909	Perspective	'AR_ARE_YOU_SURE_RUN' label spelling mistake	3 Medium	4 5 1326	10/6/2014
20919	Perspective	Custom Reports - Report Generation Time Stamp Is Missing From Email Content	3 Medium	4 5 1326	10/6/2014
20942	Perspective	Custom Reports - Reports Fail Silently When Server Has No Disk Space	3 Medium	4 5 1329	10/7/2014
20979	Perspective	AE , Cases - between operator when with Sealed Date/Time throws an error	3 Medium	4 5 1331	10/8/2014
20980	Perspective	AE , Incidents - between operator when with Sealed Date/Time throws an error	3 Medium	4 5 1331	10/8/2014
20985	Perspective	AE Audit tab shows 'Last Run Time' as 6 hours ahead of the current system time	3 Medium	4 5 1333	10/9/2014
21011	Perspective	iPhone IOS7 - user entered time for fields in incidents are displayed as is in PSV client, when iPhone is in a different timezone	3 Medium	2 2 35	10/10/2014
20547	Perspective	Unable to use the "Search by" function for certain fields in the Reports Criteria builder legacy case since version 3.3	3 Medium	4 5 1294	9/18/2014
19777	Perspective	Dashboard Graph - By Number of Days Open does not display records that you are not record owner	3 Medium	4 0 2032	9/3/2014
19790	Perspective	Cover page & incident detail sub reports are missing when user only has Add Only rights to incidents	3 Medium	4 0 2032	9/3/2014
20056	Perspective	Export -> Word option throws error in the custom report designer	3 Medium	4 5 1281	9/9/2014
20189	Perspective	AE Big Red X occurs while using AE	3 Medium	4 5 1286	9/11/2014
20226	Perspective	SaaS false Invalid Session Error on Server log	3 Medium	4 0 2032	9/12/2014
16921	Perspective	Resource file contains hardcoded version number which will have the launch page still at 4.0 when upgraded to 4.1	3 Medium	4	6/4/2014
19114	Perspective	Bring On Duty "Show All" Control Causes Delay	3 Medium	4 1 1269 0	8/15/2014
18056	Perspective	Dispatch Client Bring On Duty - Multi select officer with the same call sign does not prioritize the first officer who got the call sign	3 Medium	4 1 1203	7/8/2014
18245	Perspective	Conversations Officers appear on Participants list as soon as they click on the Cell	3 Medium	4 1 1112	7/15/2014

18288	Perspective	Dispatch Details Selecting Code does not populate priority	3 Medium	4 1 1215	7/16/2014
18498	Automation	[KeywordTest] TC1138 throws error The window is disabled The action cannot be executed	3 Medium		7/23/2014
20546	Perspective	Dispatch Response Time and Time on Site use two metrics of time	4 - Low	4 0 2032	9/18/2014
20646	Perspective	Incident Involvements -> Items > Add New and Edit Form Size Is Too Short	4 Low	4 5 1296	9/23/2014
20655	Perspective	AE Criteria Mismatch When Query and Custom Report Are Created Using Different Languages	4 Low	4 5 1296	9/23/2014
19585	Perspective	No Tooltip present for buttons on the Share Report/Query window	4 Low	4 1 1265	8/27/2014
20761	Perspective	Searching for CaseName search with some special characters does not yield correct results	4 Low	4 0 2032	9/26/2014
20823	Perspective	eReporting - Birthdate calendar control displays on top left of page on IE11/Chrome	4 Low	4 0 2032	9/30/2014
20828	Perspective	RG - Portal Unchecking Report e Incident enabled does not hide Display UDFs	4 Low	4 5 1310	9/30/2014
21220	Perspective	Portal - Resetting Themes does not reset font preview	4 Low	1 1 1054	10/21/2014
21229	Perspective	Mobile - iPad - iOS8 Persons - Last Name Is Not Displayed Next To Image Icon	4 Low	2 2 40	10/21/2014
21260	Perspective	Activities - Attachments Attachment Manager - Controls Not Anchored To Form Properly	4 - Low	4 0 2032	10/23/2014
21264	Perspective	Activities Attachments Attachment Manager Clicking Cancel Asks User To Save Changes	4 Low	4 0 2032	10/23/2014
21266	Perspective	Mobile Cannot Sync when there is a blank value for lookups	4 - Low	2 2 22	10/23/2014
21562	Perspective	Dispatch Client - Username/password fields are not focused when launching Dispatch	4 Low	Cypress 1018	10/31/2014
21852	Perspective	Dispatch Client - main screen - OpZone list is not in alphabetical order	4 Low	4 6 1024	11/10/2014
21941	Perspective	Query does not show up in the grid when the category tree that it is assigned to is open	4 Low	4 5 1337	11/12/2014
22024	Perspective	Dispatch Client - Admin Officers - Putting an Officer On Duty will add a duplicate cell into the list	4 - Low	Cypress 1029	11/17/2014
22073	Perspective	Dispatch Client Admin Officer - Dialog that appears during loading should be renamed	4 - Low	Cypress 1030	11/19/2014
22089	Perspective	Perspective - add New Investigator window is too small	4 Low	4 5 1335	11/19/2014
21758	Perspective	Dispatch Client - Maps Filter Layer Disabling Then Enabling A Layer Incorrectly Defaults Filter Settings To "All"	4 - Low	4 6 1021	11/5/2014
22270	Perspective	The message that appears when an Officer list is being loaded is not user friendly	4 Low	Cypress 1040	11/25/2014
13160	Perspective Portal	Adding/deleting data or changing visibility on a lookup list will apply to all lookup lists that have the same field name and label	4 Low	1 1 1030	11/14/2013
12924	Perspective Portal	Username is not visible/cutoff on mobile devices	4 Low	1 1 1018	11/4/2013
12868	Perspective	HTML TextBox Fields too small	4 Low	Feature Build 1 0 0001	10/30/2013
12890	Perspective	HTML TextBox - (Spelling) Ignore and Ignore All does not work as expected	4 - Low	1 0 0003	10/31/2013
12510	Perspective	Report Tab - Criteria Does not Line Up	4 - Low	4 0 1139	10/4/2013
12646	Perspective Connect	[Enhancement] Event GUI - Type and SubType for OnGuard (Lenel) connector should be sequenced	4 Low		10/17/2013
12456	Perspective	(Workflow 8 2) Event Install PAK comes with a pre-defined "PerspectiveConnection" with values on it	4 - Low	Workflow 8 2d	9/27/2013
12372	Perspective	(Workflow 7 8) Incident/Case - Assignments Completed Last Month and Past Due Date 'x' Days misleading or contradicts with Perspective Client	4 - Low	Workflow 7 8	9/19/2013
12403	Perspective	(Workflow 8 2) Preview tab shows a result only for the first time, on 2nd time you open it it draws blank (multiple queries)	4 Low	Workflow 8 2	9/23/2013
12368	Perspective Portal	Portal - Tabbing sequence on Submit Page	4 Low	1 0 90	9/19/2013

12228	Perspective Portal	Portal 'X' close button on Submrt pop up form should be remove	4 - Low	1 0 0077	9/6/2013
13592	Perspective	Adding/deleting data or changing visiblity on a lookup list will apply to all lookup lists that have the same field name and label	4 - Low	1 1 1030	12/10/2013
14220	Perspective	Changing the email settings does not save the changes	4 - Low	4 0 2018	1/30/2014
15695	Automation	[Framework] add an "If Object" step on the daTextBox for INIT Rollups	4 Low		4/15/2014
15701	Automation	[TC18 and TC19] Improvement to check that the "Account Policies" system settings are there before expecting to click on it	4 - Low		4/15/2014
15147	Perspective	Incidents Adding filenumber during creation will not be shown on the grid	4 Low	4 1 1046	3/27/2014
16162	Perspective	Executive Incident Summary report attachments not displaying in alphabetical order	4 Low	4 0 2032	5/1/2014
16575	Perspective Connect	[On Guard and AMAG SMS] Stopping the Perspective Connect service will show a ThreadAbortException error on event log	4 Low		5/16/2014
17926	Perspective	Dispatch client Admm panel Incorrect title label	4 Low	4 1 1197	7/3/2014
17557	Perspective	Gateway save/edit/assign buttons are disabled when clicking on an incident if theres only 1 incident	4 Low	4 1 1168	6/19/2014
18032	Perspective	Dispatch Client - On Duty Officer - Show All slider does not change its label	4 Low	4 1 1203	7/8/2014
9541	Perspective Mobile	iOS Advanced Search - Person Search Page does not display the information button	4 - Low	2 0 142	6/11/2013
9666	Perspective Mobile	IOS Ipad when in edit more, a cell can be swipped and a delete button appears	4 - Low	2 0 145	6/13/2013
9667	Perspective Mobile	IOS Ipad - Item View - Category/type field cosmetic issue	4 Low	2 0 145	6/13/2013
9251	Perspective	Image Attachments - Viewing in full resolution not on correct screen	4 Low	4 0 1020	5/31/2013
9187	Perspective	TabOrder Activity SOP - Highlighted list item is not the focused list item	4 Low	4 0 1018	5/28/2013
9882	Perspective Mobile	IOS - Iphone/Ipod Items Category / Type gets cut off when there is mformation in the feild	4 Low	2 0 150	6/20/2013
9977	Perspective Mobile	IOS Iphone - involved item shows involvement type before submiting	4 Low	2 0 153	6/26/2013
10320	Perspective	Perspective 3 3 - Minimize, Maximize and Close images not displayed (Windows 7 Basic theme)	4 - Low	3 3 1139	7/10/2013
9840	Perspective Mobile	IOS Ipad - Advance search page Log out Icon is bigger	4 Low	2 0 148	6/18/2013
10646	Perspective	Perspective 3 3 AE Icons on toolbar overlaps mam icons when ribbon is minimized	4 Low	3 3 1139	7/16/2013
11111	Perspective	Administration - Flags When adding a flag, you can restore an image without adding an image	4 - Low	4 0 1067	7/31/2013
11070	Perspective Portal	IE9 - Portal - Request an officer - Default focus is not set	4 - Low	1 0 0013	7/29/2013
11574	Perspective Portal	Portal Messages are not removed when validation is met	4 Low	1 0 0037	8/14/2013
11626	Perspective Portal	Portal-Incorrect Tabbing sequence andd focus issue	4 Low	1 0 0040	8/15/2013
12036	Perspective Portal	portal - elncident - focus missing at a point while tabbing the contols	4 Low	1 0 0060	8/29/2013
12090	Perspective	When user's session is ended while in the middle of an add record (invalid session is shown as a Perspective error)	4 Low	4 0 1098	8/30/2013
12180	Perspective	Vehicles - Year field looks squashed	4 Low	4 0 1101	9/4/2013
12295	Perspective	Frst tune users downloading clickonce where server license is already expired will have an error message	4 - Low	4 0 1109	9/12/2013
12296	Perspective Portal	Portal Text cuts off in BOLOs	4 Low	1 0 0080	9/12/2013
3371	Perspective	Charts - Chart Types labels do not display the same as selection (in AE Result screen)	4 Low	3 2 1072	7/18/2012
4225	Perspective	VR 146 - Workgroup Visibility Prevents Workgroup Deletion	4 Low	3 1 1122	9/20/2012

4321	Perspective Mobile	(Enhancement bug) Connecting to an incompatible version will show "Details please try again"	4 - Low	1 1	10/2/2012
4178	Perspective	AE - Incidents great grandchild records appear to not be linked to the record in the query results	4 - Low	3 2 1118	9/13/2012
5718	Perspective Mobile	BB - Version and build number is not displayed anywhere on the application	4 - Low	1 2 1	1/18/2013
6055	Perspective	Lookup Lists are not Audited	4 - Low	3 2 1161	1/30/2013
6250	Perspective	Inaccurate Form Label Filter for Expiry Date (Incident/Controls Tab)	4 - Low	3 2 1158	2/4/2013
4937	Perspective	Entering (colon) in the any field on dataforms and 'After' keyword in Audit History disappears	4 - Low	3 3 1000	12/4/2012
5253	Perspective	Administration - User Rights - checkboxes and labels need to be realigned	4 - Low	3 3 1023	12/18/2012
5652	Perspective Mobile	BB Cancel does not work on Rollup and Lookups	4 - Low	1 2 1	1/16/2013
7663	Perspective	Administration - Missing space in role delete confirmation dialog	4 - Low	3 3 1124	3/22/2013
7730	Perspective	RG Gateway Involved Organizations Double scroll bars appear when a UDF is present	4 - Low	3 3 1127	3/27/2013
7731	Perspective eReporting	eReporting - Time input allows 00 00 00 AM / PM and will show 12 00 00 AM / PM (same date) in Perspective	4 - Low		3/27/2013
7734	Perspective	Dispatch - Scheduled Activity - SOP triggering on Edit	4 - Low	3 2 1161	3/27/2013
8440	Perspective	Dataforms Inv Person - label should be consistent to others	4 - Low	3 3 1139	5/3/2013
7931	Perspective	Data Form - Person Add From Source Outlook Birthday default to 1/1/4501 12 00 AM	4 - Low	3 2 1161	4/11/2013

SECURITY DEFICIENCY (as discussed with the Purchaser on 11/26/14)

The Company has investigated the findings related to the Penetration testing, in doing so, the Company has identified the following items that should be addressed. As such, the Company's plan of action will be as follows:

- i. Sql Injection by authenticated users
 - a. The Company has investigated all of its server side calls and found it can fix them but will need to invest 160+ hours of development time
 - b. The Company plans to address these over the course of our next two releases
- ii. Password Storage
 - a. The Company has investigated, and believes it can make all the necessary changes to its encryption in 160+ hours
 - b. The Company plans to address this in its next release
- iii. Information Disclosure from the client
 - a. This relates to the current encryption
 - b. When the client code is reflected the hashing technique can be seen as it is part of the client code
 - c. This will be addressed with the above changes
- iv. Audit Record Manipulation
 - a. The Company has investigated the issue and has decided this will involve significant code changes and it expects 160+ hours of development time
 - b. The Company plans to address this over the course of the next two releases

SCHEDULE 3 2 27

EQUIPMENT LEASES

The Company is a party to the following Equipment Leases

- 1 Lease Agreement between Dell Financial Services Canada and the Company dated October, 2014
- 2 Lease Agreement between Dell Financial Services Canada and the Company dated October 6, 2014
- 3 Lease Agreement between Dell Financial Services Canada and the Company dated February 6, 2014
- 4 Lease Agreement between Dell Financial Services Canada and the Company dated May 2, 2014
- 5 Lease Agreement between Dell Financial Services Canada and the Company dated February 27, 2013
- 6 Lease Agreement between Dell Financial Services Canada and the Company dated November 2, 2012
- 7 Lease Agreement between Dell Financial Services Canada and the Company dated October 10, 2012
- 8 Lease Agreement between Dell Financial Services Canada and the Company dated July 31, 2012
- 9 Lease Agreement between Dell Financial Services Canada and the Company dated April 18, 2012
- 10 Lease Agreement between Dell Financial Services Canada and the Company dated April 2, 2012
- 11 Lease Agreement between Dell Financial Services Canada and the Company dated July 26, 2011

SCHEDULE 3 2 29

LEASES

The Company is a party to the following real property leases as tenant

- 1 Lease Agreement dated November 30, 2013 among Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc , as landlord, and the Company, as tenant, with respect to Suite 1200, Oxford Tower (formerly City Centre Place), 10025 – 102A Avenue, Edmonton, Alberta
- 2 Storage Space Lease dated March 1, 2014 among Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc , as landlord, and the Company, as tenant, with respect to 80 sq ft of storage space in Suite 2416, Oxford Tower (formerly City Centre Place), 10025 – 102A Avenue, Edmonton, Alberta

SCHEDULE 3 2 31

EMPLOYMENT RELATIONS

On September 14, 2007, Anthony Ridley, a former employee of the Company, commenced an action in the Court of Queen's Bench of Alberta (Action No Q0703 11785) Mr Ridley claimed the he was owed severance in the amount of \$122,000 plus bonuses No activity has occurred since the action was filed and, it is the Company's view that the claim was never served Nevertheless, it is the Company's opinion that Mr Ridley's claim is out of time pursuant to Rule 4 33 of the Alberta Rules of Court Bennett Jones has contacted counsel of record for Mr Ridley, MacPherson Leshe & Tyerman LLP, but they have been unable to contact Mr Ridley and will not grant a Discontinuance of Claim without instructions The Vendor shall indemnify, defend and save harmless the Purchaser from and against any and all Loss suffered or incurred by the Purchaser, as a direct result of, or arising in connection with Court of Queen's Bench of Alberta Action No Q0703 11785

SCHEDULE 3 2 32

COMPENSATION OF EMPLOYEES

Schedule provided directly to the Purchaser

SCHEDULE 3 2 33

EMPLOYEE BENEFIT MATTERS

Schedule provided directly to the Purchaser

SCHEDULE 3 2 35

INSURANCE

Policy No	Insurer	Named Insured and Loss Payee	Beneficiary	Type	Amount of Coverage (US)	Deductible
19002356	Creechurch International Underwriters Ltd, Lloyd's Underwriters			General Liability	<ul style="list-style-type: none"> • \$5,000,000 per occurrence • \$5,000,000 products/completed operations • \$5,000,000 personal injury liability • \$5,000,000 tenants' legal liability • \$500,000 employers' liability • \$50,000 hired automobiles • \$1,000,000 non-owned automobiles • Broad form property damage, cross liability and contractual liability included 	
17003013	Creechurch International Underwriters Ltd, Lloyd's Underwriters, Liberty International Underwriters			Mediatech Liability (Errors & Omissions)	\$2,000,000 per claim and aggregate	
75224184	Travelers Insurance Company of			Crime	<ul style="list-style-type: none"> • \$250,000 per occurrence and aggregate • \$250,000 	

	Canada				<ul style="list-style-type: none"> fidelity per occurrence • \$10,000 on premises per occurrence • \$10,000 in transit per occurrence • \$10,000 money orders and counterfeit money per occurrence • \$250,000 forgery or alteration per occurrence • \$250,000 computer crime per occurrence • \$250,000 funds transfer fraud per occurrence • \$25,000 claims expense per occurrence 	
23001094	Creechurch International Underwriters Ltd, Lloyd's Underwriters			Property	All risks/replacement cost	
83 WBC BS9895	Hartford Accident and Indemnity Company			Workers Comp and Employers' Liability	<ul style="list-style-type: none"> • \$500,000 bodily injury by accident per accident • \$500,000 bodily injury by disease each employee and policy limit 	

There are no claims pending under the above listed insurance policies

SCHEDULE 3 2 36

MATERIAL CONTRACTS

IRAP AGREEMENTS

- 1 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated May 7, 2012, and amended on March 8, 2013, and July 10, 2013
- 2 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated June 1, 2012
- 3 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company dated April 26, 2010 and amended on October 18, 2010, December 1, 2010 and April 15, 2011

MANAGEMENT SERVICES AND TRANSFER PRICING AGREEMENT

- 4 Management Services and Transfer Pricing Agreement between PPM 2000 Inc (Canada) and PPM 2000 Inc (Nevada) dated August 30, 2005

OFFICE RENTAL AGREEMENTS

- 5 Office Lease between Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc as Lessor and PPM 2000 Inc as Lessee, dated November 30, 2013
- 6 Storage Space Lease between Oxford Properties Group Inc and CPP Investment Board Real Estate Holdings Inc as Lessor and PPM 2000 Inc as Lessee, dated March 1, 2014

SUPPLIER AGREEMENTS

- 7 Master Service Agreement between Tenzing Managed IT Services and PPM 2000 Inc , dated June 23, 2009, and Exhibit A to Master Service Agreement between Tenzing Managed IT Services and PPM 2000 Inc , dated August 20, 2014
- 8 Service Agreement between Allstream Inc and PPM 2000 Inc , dated December 19, 2013
- 9 Igloo MSA between and PPM 2000 Inc , dated September 10, 2012
- 10 Sales Contract between Igloo and PPM 2000 Inc , dated March 31, 2012
- 11 Mutual Non-Disclosure Agreement between PPM 2000 Inc and LRG Marketing Communications, dated December 19, 2013
- 12 Agreement for conference fees between RIA TradeWinds, Inc d b a TradeWinds Island Resort and PPM 2000 Inc , dated June 25, 2014

- 13 ISC License Agreement for Exhibition Participation between and PPM 2000 Inc , dated April 3, 2014
- 14 ASIS International Exhibit Space Contract between ASIS International and PPM 2000 Inc , dated September 19, 2014
- 15 Agreement between Cisco Webex LLC and PPM 2000 Inc dated December 20, 2012

INDEPENDENT CONTRACTOR AGREEMENTS

- 16 Mark Whittlesea – Independent Account Manager Agreement between PPM 2000 Inc and Mark Whittlesea, dated September 28, 2012
- 17 Craig Mentiplay – Independent Regional Manager Agreement between PPM 2000 Inc and Craig Mentiplay, dated October 29, 2012
- 18 Services and Confidentiality Agreement between Richard McKoen and Rimac (UK) Ltd and PPM 2000 Inc dated, August 1, 2006, and Addendum dated November 22, 2006, and Addendum dated November 1, 2012
- 19 Vendor Services Agreement between PPM 2000 Inc and Darren Popowich Business Solutions dated November 28, 2014

MARKET DEVELOPMENT AGREEMENT

- 20 Market Development Agreement between PPM 2000 Inc and Actel Limited, dated May 16, 2013, and addendums to the agreement dated September 19, 2013, January 15, 2014 and April 24, 2014

EQUIPMENT LEASE AGREEMENTS

- 21 Lease Agreement between Dell Financial Services Canada and the Company dated October, 2014
- 22 Lease Agreement between Dell Financial Services Canada and the Company dated October 6, 2014
- 23 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated February 6, 2014
- 24 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated May 2
- 25 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated February 27, 2013
- 26 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated November 2, 2012
- 27 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated October 10, 2012

- 28 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated July 31, 2012
- 29 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated April 18, 2012
- 30 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated April 2, 2012
- 31 Equipment Lease Agreement between PPM 2000 Inc and Dell Financial Services Canada Limited, dated July 26, 2011

FINANCIAL AGREEMENTS

- 32 Royal Bank of Canada Loan Agreement between PPM 2000 Inc and Royal Bank of Canada dated March 31, 2014
- 33 American Express Business Card Account
- 34 General Security Agreement between the Company and Denis O'Sullivan dated June 9, 2006
- 35 Financial Support Agreement between the Company and Denis O'Sullivan dated June 9, 2006

ESCROW AGREEMENTS

- 36 Escrow Agreement – between Fort Knox Escrow Services Inc and PPM 2000 Inc , dated February 1, 2001
- 37 Escrow Amending Agreement between Iron Mountain Intellectual Property Management Inc and PPM 2000 Inc dated March 1, 2010

STANDARD FORM SOFTWARE AGREEMENTS

- 38 PPM 2000 Inc Standard Form Perspective SaaS License Agreement
- 39 PPM 2000 Inc Standard Form Licence Agreement for
 - (a) Perspective by PPM 2000™ - AIR Edition
 - (b) Perspective by PPM 2000™ - SOC Edition
 - (c) Perspective by PPM 2000™ - ICM Edition
 - (d) Perspective by PPM 2000™ - EIM Edition
 - (e) Perspective Focal Point™
- 40 PPM 2000 Inc Standard Form Software Support Program Agreement
- 41 PPM Standard Form Non-Disclosure Agreement
- 42 PPM Standard Form Agreement for Loan and Evaluation of PPM 2000 Inc Software Products

CUSTOMER AGREEMENTS

- 43 Master Software License Agreement, dated October 17, 2012, Work Order effective October 17, 2012 and Software Order Form No 1, entered into October 17, 2012, between Amazon Corporate LLC and PPM 2000 Inc
- 44 Software License Agreement between PPM 2000 Inc and Hewitt Associate LLC, dated July 30, 2003
- 45 Master Services Agreement between PPM 2000 Inc and Aon Service Corporation, effective July 29, 2011, and Statement of Work No 1 dated July 29, 2011, and Statement of Work No 2 dated July 29, 2011
- 46 Perspective Software as a Service Agreement between PPM 2000 Inc and Ausgrid, dated February 1, 2012
- 47 Perspective Managed Hosted Service Agreement between Aviva Central Services UK Limited and PPM 2000 Inc , dated May 22, 2014
- 48 Implementation, License, and Support Services Agreement between PPM 2000 Inc and Baptist Health South Florida, dated July 31, 2013
- 49 Software License Agreement between Barrick Gold Corporation and PPM 2000 Inc , dated June 18, 2012, Statement of Work #1 dated June 18, 2012, and Statement of Work #2 dated January 1, 2013
- 50 Software as a Service Agreement between PPM 2000 Inc and BC Transit, dated December 22, 2011 and January 3, 2013
- 51 Software as a Service Agreement between PPM 2000 Inc and Brink's, Incorporated, dated July 22, 2012
- 52 Software as a Service Agreement between PPM 2000 Inc and Cargill Incorporated dated January 24, 2014
- 53 Professional Services Agreement between PPM 2000 Inc and Chevron U S A Inc , dated June 14, 2012, and Master Software License Agreement between PPM 2000 Inc and Chevron U S A Inc , dated January 12, 2012
- 54 Perspective Software as a Service Agreement between PPM 2000 Inc and the Chicago Housing Authority, dated January 27, 2014
- 55 Master Software License Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Software License & Support Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012, and Master Consulting Services Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc , dated July 1, 2012
- 56 Software License and Support Agreement between PPM 2000 Inc and Citigroup Technology Inc , dated July 31, 2009

- 57 Software Support Program Agreement between PPM 2000 Inc and DeBeers Canada dated September 29, 2006
- 58 Software License and Professional Services Agreement between PPM 2000 Inc and Disney Worldwide Services, Inc , dated March 9, 2010, and Addendum No 1 dated January 27, 2012, and Statement of Work No 2 dated January 27, 2012
- 59 Perspective Software as a Service Agreement between PPM 2000 Inc and Edward D, Jones & Co , L P , dated December 11, 2012 and Master Confidentiality and Security Addendum for Type I Service Providers (Mutual) between PPM 2000 Inc and Edward D Jones & Co , L P , dated September 25, 2012
- 60 Perspective Software as a Service Agreement between PPM 2000 Inc and H & R Property dated December 21, 2011
- 61 Software Support Program Agreement between PPM 2000 Inc and Hawaiian Electric Company, Inc , dated September 29, 2006
- 62 Software License Agreement between PPM 2000 Inc and Hewlett-Packard Company, dated December 19, 2007
- 63 Software Support Program Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated May 12, 2007, and Master Application Service Provider Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated April 18, 2011, and Order pursuant to Master Application Service Provider Agreement, dated April 18, 2011
- 64 Perspective Software as a Service Agreement between PPM 2000 Inc and the Kelowna International Airport dated July 31, 2014
- 65 Perspective Software as a Service Agreement between PPM 2000 Inc and Mercury Security Management Ltd , dated December 21, 2012
- 66 Microsoft Vendor Program agreement between Microsoft Corporation and PPM 2000 Inc, dated June 9, 2005, and Software License Addendum to MSVP Agreement between Microsoft Corporation and PPM 2000 Inc, dated, June 9, 2005
- 67 Perspective Software as a Service Agreement between PPM 2000 Inc and Navistar Inc , dated July 30, 2013
- 68 Perspective Software as a Service Agreement between PPM 2000 Inc and North Shore Health System, dated February 27, 2014
- 69 Contract for IT Projects between PPM 2000 Inc and Novartis International AG, dated July 15, 2014
- 70 Perspective Software as a Service Agreement between PPM 2000 Inc and Panalpina Management, dated August 30, 2011
- 71 Perspective Software as a Service Agreement between PPM 2000 Inc and Pinnacle Entertainment, [Date not entered], 2014

- 72 Software Support Program Agreement between PPM 2000 Inc and Raytheon Company, dated May 22, 2008
- 73 Master Software and Services Agreement between PPM 2000 Inc and the Bank of Nova Scotia, dated March 29, 2012
- 74 Perspective Software as a Service Agreement between PPM 2000 Inc and Square Inc , dated October 15, 2013
- 75 Perspective Software as a Service Agreement between PPM 2000 Inc and Takeda Pharmaceuticals U S A, Inc , dated August 20th, 2012
- 76 Software License Agreement between PPM 2000 Inc and Teachers Insurance and Annuity Association of America, dated November 7, 2011 and Software Support Program Agreement between PPM 2000 Inc and Teachers Insurance and Annuity Association of America, dated November 7, 2011
- 77 Perspective Software as a Service Agreement between PPM 2000 Inc and Valley National Bank, dated July 1, 2013 and Software Support Program Agreement between PPM 2000 Inc and Valley National Bank, date July 8, 2008
- 78 Perspective Software as a Service Agreement between PPM 2000 Inc and The British Columbia Corps of Commissioners, dated September 24, 2009
- 79 Supply, Configuration and Implementation of Software Solution for Integrated Incident Management System between PPM 2000 Inc and the Greater Toronto Airports Authority, dated November 20, 2012
- 80 Perspective Software as a Service Agreement between PPM 2000 Inc and HSS, Inc , dated December 23, 2011
- 81 Perspective Software as a Service Agreement between PPM 2000 Inc and Ivanhoe Cambridge, Inc , dated June 27, 2011
- 82 Commercial Terms Contract between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Unilever Brand Protection Global Database, commercial Terms Contract 2 – Statement of Work, between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Software as a Service Unilever Purchasing Agreement, between PPM 2000 Inc and Unilever Business and Marketing Support AG, dated November 8, 2012
- 83 Software Support Program Agreement between PPM 2000 Inc and Texas Health Presbyterian Dallas, dated July 30, 2009
- 84 Perspective Software as a Service Agreement between PPM 2000 Inc and Dollar Financial UK, Ltd , dated October 31, 2014
- 85 Software Support Program Agreement between PPM 2000 Inc and the Insurance Bureau of Canada, dated November 26, 2014, and Software License Agreement between PPM 2000 Inc and the Insurance Bureau of Canada, dated November 26, 2014

- 86 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Concord Security Corporation, dated April 30, 2013
- 87 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Fusion Security, dated April 12, 2012
- 88 Software Support Program Agreement between PPM 2000 Inc and G4S Secure Solutions (Canada) dated May 11, 2012
- 89 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Gaida Canada Security Corp, dated June 30, 2011
- 90 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Total Security Management Services Inc , dated October 11, 2012
- 91 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and iJET International Inc , dated August 27, 2014
- 92 Software Support Program Agreement between PPM 2000 Inc and Mountain Protective Services LLC, dated March 7, 2007
- 93 Software Support Program Agreement between PPM 2000 Inc and Pacific Protective Services Inc , dated March 31, 2011
- 94 Software Support Program Agreement between PPM 2000 Inc and Paladin Security Group Ltd , dated June 25, 2009
- 95 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Primary Response Inc , dated April 22, 2010
- 96 Software Support Program Agreement between PPM 2000 Inc and Ranger American of Puerto Rico Inc , dated May 14, 2009
- 97 Software Support Program Agreement between PPM 2000 Inc and Safety Net Security, dated December 14, 2010
- 98 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Siete24 LTDA, dated February 18, 2014
- 99 PERSPECTIVE Software as a Service Agreement between PPM 2000 Inc and Sizemore, dated April 3, 2013
- 100 Software License Agreement between PPM 2000 Inc and SunGard, dated September 27th, 2011

LICENSE AGREEMENTS

- 101 Strategic Alliance Agreement between i2 Inc and PPM 2000 Inc , dated April 30, 2006
- 102 OEM Agreement No 20090109 between QlikTech Inc and PPM 2000 Inc , dated January 9, 2009 and OEM Supplement entered into on February 19, 2009

- (
- 103 Software Original Equipment Manufacturer (OEM) Agreement between PPM 2000 Inc and Vineyardsoft Corporation dated effective October 7, 2009
 - 104 MIR3 Reseller Agreement between PPM 2000 Inc and MIR3, Inc dated effective April 10, 2012
 - 105 Automapper License
 - 106 DotNetOpenAuth Microsoft Publishing License
 - 107 Elmah Apache License
 - 108 Net Framework Code Microsoft Software License
 - 109 KnockoutJS MIT License
 - 110 Modernizr MIT License
 - 111 Netwonsoft MIT License
 - 112 TinyMCE GNU Lesser General Public License
 - 113 WebGrease Microsoft Software License
 - 114 Infiagistics Enterprise License
 - 115 Flexera License
 - 116 TxTextControl License
 - 117 TxSpell License
 - 118 Qlikview License
 - 119 IBM - I2 - Visual Analysis License
 - 120 DT Search License
 - 121 Redemption License
 - 122 Keyoti RapidSpell Desktop License
 - 123 Dundas License
 - 124 Bing License
 - 125 Combit License

INSURANCE CONTRACTS

- 126 Creechurch International Underwriters Ltd , Lloyd's Underwriters Policy 19002356 (CGL Insurance), dated May 25, 2014

- 127 Creechurch International Underwriters Ltd, Lloyd's Underwriters Policy 23001094 (Commercial Property Package Policy) dated May 25, 2014
- 128 Creechurch International Underwriters Ltd, Lloyd's Underwriters, Liberty International Underwriters, (Errors & Omissions Insurance) Policy 17003013, dated May 25, 2014
- 129 Travelers Insurance Company of Canada (Crime) Policy 75224184, dated May 25, 2012
- 130 Hartford Accident and Indemnity Company (US Worker's Comp) Property & Casualty Insurance Company of Hartford Policy 83 WBC BS9895, dated September 16, 2013
- 131 Agreement between Sun Life Assurance Company of Canada and PPM 2000 Inc dated December 1, 2006, and Amendment no 2 effective June 1, 2010

OTHER AGREEMENTS

- 132 Minutes of Settlement executed by the Company, Mike Kaies and 763814 Alberta Ltd, dated June 12, 1998
- 133 Settlement Agreement between the Company, Don Murphy and Blackstone Multimedia Corporation dated August 14, 2009
- 134 Release/Indemnification Agreement between the Company and Iona Lea Callebaut dated July 29, 2005
- 135 Consent Agreement between the Company and Open Text Corporation dated July 24, 2003
- 136 Agreement between the Company and Open Text Corporation with respect to a trademark dispute dated July 24, 2003
- 137 Settlement Agreement between the Company, D3 Security Management Systems Inc and Donald Wilcox dated July 31, 2014

SCHEDULE 3 2 37

LITIGATION

Action No	Q110307688
Parties	Plaintiff – PPM 2000 Inc Defendant – D3 Security Management Systems Inc ("D3") and Donald Wilcox ("Wilcox")
Status	Concluded
Description	The Company filed a claim in the Court of Queen's Bench in the Province of Alberta against D3 and Wilcox based on allegations that D3 hired a former employee from the Company, used stolen or illegally acquired information from the employee within its business, and was in breach of a marketing agreement with the Company. The claim has been settled and a Discontinuance of Claim was filed by PPM and Wilcox, with the consent of D3, on September 5, 2014.

Action No	Q0703 11785
Parties	Plaintiff – Anthony Ridley Defendant – PPM 2000 Inc
Status	Outstanding
Description	On September 14, 2007, Anthony Ridley, a former employee of the Company, commenced an action in the Court of Queen's Bench of Alberta (Action No Q0703 11785). Mr Ridley claimed that he was owed severance in the amount of \$122,000 plus bonuses. No activity has occurred since the action was filed and, it is the Company's view that the claim was never served. Nevertheless, it is the Company's opinion that Mr Ridley's claim is out of time pursuant to Rule 4.33 of the Alberta Rules of Court. Bennett Jones has contacted counsel of record for Mr Ridley, MacPherson Leslie & Tyerman LLP, but they have been unable to contact Mr Ridley and will not grant a Discontinuance of Claim without instructions.

Action No	Q09803 08496
Parties	Plaintiffs – Mike Kares & 763814 Alberta Ltd Defendant – PPM 2000 Inc
Status	Minutes of Settlement Executed but claim was never Discontinued
Description	An action was commenced in the Court of Queen's Bench of Alberta on May 20, 1998, by Mike Kares, a former employee and independent contractor of the Company, and 763814 Alberta Ltd, who performed consulting services for the Company. Minutes of Settlement were executed by the Company, Mike Kares and 763814 Alberta Ltd on June 12, 1998, but a Discontinuance of Claim was not filed. Bennett Jones has contacted counsel of record for Mike Kares, Snyder & Co., but they have been unable to contact Mr Kares and will not grant a Discontinuance of Claim without instructions.

SCHEDULE 3 2 38

TAX MATTERS

- On May 27, 2013, the Subsidiary was given a \$10,000 penalty under Section 6038A of the Internal Revenue Code for failure to provide complete information on Form 5472 for the December 31, 2012 tax period in a timely fashion. Upon receipt of further the information from the Subsidiary, it was determined that the penalty was not warranted and was removed.
- The Company will prepare and file their July 31, 2014 tax return post-Closing and the Company has sought extensions in the United States in order to allow for this.

SCHEDULE 3 2 42

WARRANTIES, DISCOUNTS AND TRADE ALLOWANCES

The following agreements contain warranties, discounts and trade allowances

CUSTOMER AGREEMENTS

- 1 Pursuant to Section 11 of the Company's standard form PERSPECTIVE Software as a Service Agreement, the Company is required to provide the customer with a credit in the event that the Company's services do not meet the minimum service requirements in the agreement. Accordingly, any customer agreements in such form contain a refund provision. Additionally, Section 11 of the agreement provides certain discounts and incentives to clients who enter into the Software Support Program for SaaS, including free updates and upgrades, and discounts on training.
- 2 Master Software License Agreement, dated October 17, 2012, Work Order effective October 17, 2012 and Software Order Form No 1, entered into October 17, 2012, between Amazon Corporate LLC and PPM 2000 Inc
- 3 Software License Agreement between PPM 2000 Inc and Hewitt Associate LLC, dated July 30, 2003, and Master Services Agreement between PPM 2000 Inc and Aon Service Corporation, effective July 29, 2011, and Statement of Work No 1 dated July 29, 2011, and Statement of Work No 2 dated July 29, 2011
- 4 Implementation, License, and Support Services Agreement between PPM 2000 Inc and Baptist Health South Florida, dated July 31, 2013
- 5 Software License Agreement between Barrick Gold Corporation and PPM 2000 Inc, dated June 18, 2012, Statement of Work #1 dated June 18, 2012, and Statement of Work #2 dated January 1, 2013
- 6 Professional Services Agreement between PPM 2000 Inc and Chevron U S A Inc, dated June 14, 2012, and Master Software License Agreement between PPM 2000 Inc and Chevron U S A Inc, dated January 12, 2012
- 7 Master Software License Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc, dated July 1, 2012, and Software License & Support Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc, dated July 1, 2012, and Master Consulting Services Agreement between the Canadian Imperial Bank of Commerce and PPM 2000 Inc, dated July 1, 2012
- 8 Software License and Support Agreement between PPM 2000 Inc and Citigroup Technology Inc, dated July 31, 2009
- 9 Software License and Professional Services Agreement between PPM 2000 Inc and Disney Worldwide Services, Inc, dated March 9, 2010, and Addendum No 1 dated January 27, 2012, and Statement of Work No 2 dated January 27, 2012
- 10 Software License Agreement between PPM 2000 Inc and Hewlett-Packard Company, dated December 19, 2007

- 11 Software Support Program Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated May 12, 2007, and Master Application Service Provider Agreement between PPM 2000 Inc and Johnson & Johnson Services, Inc , dated April 18, 2011, and Order pursuant to Master Application Service Provider Agreement, dated April 18, 2011
- 12 Microsoft Vendor Program agreement between Microsoft Corporation and PPM 2000 Inc, dated June 9, 2005, and Software License Addendum to MSVP Agreement between Microsoft Corporation and PPM 2000 Inc, dated, June 9, 2005
- 13 Contract for IT Projects between PPM 2000 Inc and Novartis International AG, dated July 15, 2014
- 14 Master Software and Services Agreement between PPM 2000 Inc and the Bank of Nova Scotia, dated March 29, 2012
- 15 Supply, Configuration and Implementation of Software Solution for Integrated Incident Management System between PPM 2000 Inc and the Greater Toronto Airports Authority, dated November 20, 2012
- 16 Perspective Software as a Service Agreement between PPM 2000 Inc and HSS, Inc , dated December 23, 2011
- 17 Commercial Terms Contract between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Unilever Brand Protection Global Database, commercial Terms Contract 2 – Statement of Work, between PPM 2000 Inc and Unilever UK Central Resources Limited, dated November 8, 2012, and Software as a Service Unilever Purchasing Agreement, between PPM 2000 Inc and Unilever Business and Marketing Support AG, dated November 8, 2012
- 18 Software Support Program Agreement between PPM 2000 Inc and Paladin Security Group Ltd , dated June 25, 2009

LICENSE AGREEMENTS

- 19 Strategic Alliance Agreement between i2 Inc and PPM 2000 Inc , dated April 30, 2006
- 20 OEM Agreement No 20090109 between QlikTech Inc and PPM 2000 Inc , dated January 9, 2009 and OEM Supplement entered into on February 19, 2009
- 21 Software Original Equipment Manufacturer (OEM) Agreement between PPM 2000 Inc and Vineyardsoft Corporation dated effective October 7, 2009

SCHEDULE 3 2 43

THIRD PARTY CONSENTS

The following Contracts require notice or consent in connection with the execution of this Agreement, as further described below

Consent

- 1 The purchase of the shares constitutes a "Takeout Event", as defined in the Class A Shareholders Agreement between the Company and its shareholders, dated October 15, 2013, requiring approval by not less than 75% of the Class A Shares in the capital of the Company
- 2 General Security Agreement between the Company and Denis O'Sullivan dated June 9, 2006
- 3 Lease Agreement between Oxford Properties Group Inc and the Company, dated November 30, 2013
- 4 Loan Agreement between the Royal Bank of Canada and the Company, dated February 26, 2014
- 5 Software License and Professional Services Agreement dated March 19, 2010 between the Corporation and Disney Worldwide Services Inc ("Disney") Pursuant to Section 13.2(d), Disney may terminate the agreement in the event of a transfer of control of any portion of the business
- 6 Master Application Service Provider Agreement dated April 28, 2011 between the Corporation and Johnson & Johnson Services Inc

Notifications

The following notifications are required following Closing

- 1 Travelers Insurance Company of Canada (Crime) Policy 75224184, dated May 25, 2012 Written notice is required within 90 days of the effective date of a change of control
- 2 Creechurch International Underwriters Ltd, Lloyd's Underwriters, Liberty International Underwriters, (Errors & Omissions Insurance) Policy 17003013, dated May 25, 2014 Written notice of acquisition by another entity is required as soon as practicable, however, the insurance policy continues only with respect to claims that arise out matters arising prior to the sale of the business
- 4 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated May 7, 2012, and amended on March 8, 2013, and July 10, 2013
- 5 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program (NRC-IRAP) and the Company, dated June 1, 2012
- 6 Industrial Research Assistance Program (IRAP) Contribution Agreement to Firms between National Research Council Canada, as represented by its Industrial Research Assistance Program

(
(NRC-IRAP) and the Company dated April 26, 2010 and amended on October 18, 2010,
December 1, 2010 and April 15, 2011

SCHEDULE 3 2 44

LOCATION OF ASSETS

Computer equipment, projectors, modular tradeshow display units, telephones and other similar items owned by the Company and used by Employees and contractors of the Company who work from home are not located on the Real Property or Leased Property

SCHEDULE 3 2 46

BANK ACCOUNTS

Royal Bank of Canada
10107 Jasper Avenue
Edmonton, Alberta T5J 1W9

Account number 4002176 (PPM Nevada account)
Account number 1046432 (PPM Canada account)

Signing authority Elaine O'Sullivan, Denis O'Sullivan, Peter Mah (wire transfers only)

HSBC Bank Canada
10250 – 101 Street
Edmonton, Alberta T5J 3P4

Account number 099-153181-070 (PPM Nevada account)
Account number 099-153181-001 (PPM Canada account)

Signing authority Elaine O Sullivan, Peter Mah (wire transfers only)

Wells Fargo Bank
4041 South Nova Road
Port Orange, Florida 32127

Account number 2090001800275 (PPM Nevada account)

Signing authority Elaine O'Sullivan, Denis O'Sullivan