Industry Canada | Industrie Canada
Canada Business Corporations Act | Loi canadienne sur les sociétés par actions

FORM 14.1
ARTICLES OF ARRANGEMENT
(SECTION 192)

FORMULAIRE 14.1
CLAUSES D'ARRANGEMENT
(ARTICLE 192)

1 -- Name of the applicant corporation(s) - Dénomination sociale de la(des) requérante(s)	2 -- Corporation No.(s) - N°(s) de la(des) société(s)
Decourcy Capital Corp. Auricle Biomedical Corporation Transformative Ventures Ltd.	752049-2 752058-1 752056-5
3 -- Name of the corporation(s) the articles of which are amended, if applicable Dénomination sociale de la(des) société(s) dont les statuts sont modifiés, le cas échéant	4 -- Corporation No.(s) - N°(s) de la(des) société(s)
N/A	
5 -- Name of the corporation(s) created by amalgamation, if applicable Dénomination sociale de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant	6 -- Corporation No.(s) - N°(s) de la(des) société(s)
Aztech Innovations Inc.	7501846
7 -- Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s), le cas échéant	8 -- Corporation No.(s) - N°(s) de la(des) société(s)
N/A	
9 -- Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant	10 -- Corporation No.(s) or Jurisdiction of Incorporation N°(s) de la(des) société(s)/ou loi sous le régime de laquelle elle est constituée
N/A	

11 -- In accordance with the order approving the arrangement - Conformément aux termes de l'ordonnance approuvant l'arrangement

a ☐ The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement
Les statuts de la(des) société(s) susmentionnée(s) sont modifiés en conformité avec le plan d arrangement ci-joint

The name of __________ is changed to __________

La dénomination sociale de __________ est modifiée pour __________

b ☑ The following bodies corporate are amalgamated in accordance with the attached plan of arrangement
Les personnes morales suivantes sont fusionnées conformément au plan d'arrangement ci-joint

c ☐ The above named corporation(s) is(are) liquidated and dissolved in accordance with the attached plan of arrangement
La(les) société(s) susmentionnée(s) est(sont) liquidée(s) et dissoute(s) conformément au plan d'arrangement ci-joint

d ☑ The plan of arrangement attached hereto, involving the above named body(ies) corporate is hereby effected
Le plan d'arrangement ci-joint portant sur la(les) personne(s) morale(s) susmentionnée(s) prend effet

The Charter Information of Aztech Innovations Inc. is attached hereto as Schedule A.

Decourcy Capital Corp., Auricle Biomedical Corporation and Transformative Ventures Ltd. are amalgamating to form Aztech Innovations Inc. pursuant to the Plan of Arrangement attached hereto as Schedule B.

Signature	Printed Name - Nom en lettres moulées	12 -- Capacity of - En qualité de	13 -- Tel. No. - N° de tél.
NHasham	Nafeesa Valli-Hasham	Solicitor	604-688-6775

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APR 15 2010

IC 3189 (2003/06)

Canada

Schedule 'A' to Form 14.1

1. Name of the Amalgamated Corporation

Aztech Innovations Inc.

2. The province or territory in Canada where the registered office is to be situated (do not indicate the full address)

Ontario

3. The classes and any maximum number of shares that the corporation is authorized to issue

Unlimited number of Common Shares
22,222,222 Class B Non-Voting Common Shares

4. Restrictions, if any on share transfers

1. **For so long as the Corporation is not a distributing corporation, no transfer restricted security, as hereinafter defined, shall be transferred without the prior consent of the directors expressed by a resolution of the board of directors and the directors shall not be required to give any reason for refusing to consent to any proposed transfer. The consent of the board of directors may be in respect of a specific proposed trade or trades or trading generally, whether or not over a specified period of time, or by specific person or with such other restrictions or requirements as the directors may determine.**

2. **Transfer restricted security means any security of the Corporation which must be subject to restrictions on transfer in order for the Corporation: (a) to be a "private issuer" as defined in section 2.4(1) of National Instrument 45-106; or (b) to satisfy the requirement for restrictions on transfer for any exemption from prospectus or registration requirements of Canadian securities legislation similar in scope or purpose to section 2.4 of National Instrument 45-106.**

5. Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)

Minimum **1** Maximum **10**

6. Restrictions, if any, on business the corporation may carry on

None

7. Other provisions, if any

The Directors may appoint one or more additional Directors to serve until the next annual general meeting, but the number of additional Directors shall not at any time exceed 1/3 of the number of Directors who held office at the expiration of the last annual general meeting and in no event shall the total number of Directors exceed the maximum number of directors fixed pursuant to Item 5 of the Articles of Incorporation.

PLAN OF ARRANGEMENT

PURSUANT TO

SECTION 192 OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Plan, unless the context otherwise requires:

"1557179 Ontario" means 1557179 Ontario Inc., a corporation incorporated under the *Business Corporations Act* (Ontario) and having an office at 805 Bayridge Drive, Kingston, Ontario;

"**Amalco"** means Aztech Innovations Inc., the corporation constituted upon the Arrangement becoming effective and upon issuance of the Final Exchange Bulletin;

"**Amalco Class B Shares**" means Class B non-voting shares in the capital stock of Amalco having the attributes set out in the special rights and restrictions, attached as Schedule "D" to the Joint Information Circular;

"Amalco Common Shares" means common shares without par value in the capital stock of Amalco;

"Amalco Earn Out Shares" means Amalco Common Shares to be issued upon the conversion of Amalco Class B Shares;

"Amalco Escrow Shares" means the Amalco Common Shares and Amalco Class B Shares to be issued in exchange for Aztech Shares which are to be held in escrow by the Escrow Agent pursuant to the terms of the Arrangement Agreement;

"Amalco Option Plan" means a stock option plan of Amalco that will provide for the issuance of non-assignable options (**"Amalco Options**") to the officers, employees, directors and consultants of Amalco, allowing them to subscribe for a maximum of 10% of the outstanding Amalco Common Shares;

"Amalco Shareholders" means a holder of Amalco Common Shares and Amalco Class B Shares;

"**Amalco Warrant**" means a share purchase warrant to purchase Amalco Common Shares offered in exchange for Aztech Private Placement Warrants, Aztech Agent Warrants, Decourcy Agent Warrants, Transformative Warrants or Auricle Warrants, as applicable, on the same terms and conditions as the corresponding Aztech Private Placement Warrant, Aztech Agent Warrant, Decourcy Agent Warrant, Transformative Warrant or Auricle Warrant, as applicable;

"Amalgamating Companies" means Decourcy, Transformative and Auricle;

Amalgamation" means the amalgamation of the Amalgamating Companies to be completed pursuant to the Arrangement and under the provisions of the CBCA on the terms and conditions set out in the Arrangement Agreement and any amendments thereto or variations made in accordance with its terms;

"**Applicable Laws**" means, in relation to any Person, assets, transaction or event, all applicable provisions in effect at the relevant time (or mandatory applicable provisions) of federal, provincial, territorial, state, local or foreign laws, statutes, rules, regulations, directives and orders of all Governmental Authorities, and all judgments, orders, decrees, decisions, rulings or awards of all Governmental Authorities to which the Person in question is a party or by which it is bound or having application to the Person, assets, transaction or event, including Securities Laws and Environmental Laws;

"**Arrangement**" means the arrangement under the provisions of Section 192 of the CBCA on the terms and conditions set out in this Plan;

"**Arrangement Agreement**" means the arrangement agreement between Decourcy, Transformative, Auricle, Aztech and Aztech Shareholders made as of November 27, 2009 which sets out the terms and conditions on which the parties thereto will effect the Arrangement, as the same may be amended or supplemented from time to time;

"**Articles of Arrangement**" means the articles of Amalco in respect of the Arrangement, to be filed with the Director in compliance with the CBCA after the Final Order is made, which shall be in form and content satisfactory to Decourcy, Transformative, Auricle and Aztech, each acting reasonably;

"**Auricle**" means Auricle Biomedical Corporation, a CPC corporation incorporated under the *Business Corporations Act* (British Columbia);

"**Auricle Continuance**" means the proposed continuance of Auricle out of the jurisdiction of British Columbia under the BCBCA and into federal jurisdiction under the CBCA ;

"**Auricle Meeting**" means a special meeting of the shareholders of Auricle that will be held on December 29, 2009, for the purposes described in the notice of special meeting of shareholders included with the Joint Information Circular, and any adjournments thereof;

"**Auricle Options**" means those incentive stock options granted to directors, officers, employees and consultants of Auricle to purchase up to 490,000 Auricle Shares as more particularly set out in this Joint Information Circular;

"**Auricle Shares**" means the common shares in the capital of Auricle;

"**Auricle Shareholders**" means a holder of Auricle Shares;

"**Auricle Warrants**" means those share purchase warrants granted by Auricle to purchase up to 200,000 Auricle Shares, as more particularly set out in this Joint Information Circular;

"**Aztech**" means Aztech Associates Inc., a private company incorporated under the *Business Corporations Act* (Ontario) and having its registered office at 805 Bayridge Drive, Kingston, Ontario K7P 1T5;

"**Aztech Agent Warrants**" means those share purchase warrants granted by Aztech to Canaccord Capital pursuant to the terms of the Aztech Private Placement to purchase Aztech Shares;

"**Aztech Debentures**" means Aztech convertible debentures as more particularly set out in the Joint Information Circular;

"Aztech Options" means those incentive stock options granted to directors, officers, employees and consultants of Aztech to purchase up to 1,519,250 Aztech Shares as more particularly set out in the Joint Information Circular;

"**Aztech Private Placement**" means a brokered private placement of Aztech, whereby Aztech may issue up to 1,000 Units at a purchase price of $1,000 per Unit with an over-allotment option granted to the Agent to sell up to 500 Units, each Unit consisting of one Aztech Private Placement Debenture and 4,000 Aztech Private Placement Warrants, with each Aztech Private Placement Warrant entitling the holder to purchase one (1) Aztech Share at a price of $0.25 per share for the period of three years from the date the Arrangement will be completed;

"Aztech Private Placement Debentures" means the debentures granted by Aztech pursuant to the terms of the Aztech Private Placement with each Aztech Private Placement Debenture to mature in three years from the Aztech Private Placement closing date;

"Aztech Private Placement Warrants" means the share purchase warrants granted by Aztech pursuant to the terms of the Aztech Private Placement, with each Aztech Private Placement Warrant entitling the holder to purchase one (1) Aztech Share at a price of $0.25 per share for the period that expires at the earlier of (i) third anniversary of the completion of the Transaction and (ii) December 31, 2012;

"Aztech Shares" means the Class A common shares in the capital of Aztech;

"Aztech Shareholders" means the holders of Aztech Shares;

"BCBCA" means the *Business Corporations Act* (British Columbia) as amended from time to time;

"Beneficial Shareholders" means shareholders who do not hold common shares in their own name and "intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

"**Business Day**" means a day which is not a Saturday, Sunday or a statutory or civic holiday when banks in Vancouver, British Columbia are not generally open for business.

"CBCA" means *the Canada Business Corporations Act* as amended from time to time;

"Certificate of Arrangement" means the Certificate of Arrangement to be issued by the director pursuant to the Section 192(7) of the CBCA in respect of the Articles of Arrangement;

"Closing" means the completion of the Arrangement;

"Contracts" means all contracts, agreements, leases, indentures, deeds of trust, licenses, options, purchase orders, employment and consulting contracts, and other commitments or obligations in the nature of a contract, whether oral or written, express or implied, which are in existence at or prior to the Effective Time pursuant to which Aztech then has, or may at any time thereafter have, any existing, continuing or future obligations, commitments or liabilities;

"Court" means the Supreme Court of British Columbia;

"CPC" means a CPC as defined in Exchange Policy 2.4.

"**Decourcy**" means Decourcy Capital Corp., a CPC corporation incorporated under the *Business Corporations Act* (British Columbia) and having its registered office at Suite 300 – 576 Seymour Street, Vancouver, British Columbia V6B 3K1;

"**Decourcy Agent Warrants**" means those share purchase warrants granted by Decourcy to Canaccord Capital pursuant to the terms of the Decourcy Private Placement;

"**Decourcy Continuance**" means the proposed continuance of Decourcy out of the jurisdiction of British Columbia under the BCBCA and into federal jurisdiction under the CBCA;

"**Decourcy Meeting**" means a special meeting of the shareholders of Decourcy that will be held on December 29, 2009, for the purposes described in the notice of special meeting of Decourcy Shareholders included with the Joint Information Circular, and any adjournments thereof;

"**Decourcy Options**" means those incentive stock options granted to directors, officers, employees and consultants of Decourcy to purchase up to 473,333 Decourcy Shares as more particularly set out in this Joint Information Circular;

"**Decourcy Private Placement**" means a brokered private placement of Decourcy, whereby Decourcy will issue up to 2,155,556 Decourcy Subscription Receipts at a purchase price of $0.225 per Decourcy Subscription Receipt with an over-allotment option granted to the Agent to sell up to an additional 2,222,222 Decourcy Subscription Receipts;

"**Decourcy Shares**" means the common shares in the capital of Decourcy;

"**Decourcy Shareholders**" means a holder of Decourcy Shares;

"**Decourcy Subscription Receipt**" means a subscription receipt of Decourcy that will be automatically converted (without any additional consideration or action required on the part of the holder of such subscription receipt) into one Decourcy Share immediately prior to completion of the Arrangement;

"**Depositary**" means Computershare Investor Services Inc., the depositary appointed in respect of the Arrangement, at its principal transfer office in Vancouver, BC;

"**Director**" means the Director appointed pursuant to Section 260 of the CBCA;

"**Dissent Notice**" means a notice of dissent in respect of the Arrangement duly and validly given by Decourcy Shareholders, transformative Shareholders or Auricle Shareholders, as applicable, in the manner provided for in Article 4;

"**Dissent Rights**" has the meaning ascribed thereto in Article 4;

"**Dissenting Shareholder**" means a Decourcy Shareholder, Transformative Shareholder or Auricle Shareholder, who properly dissents in respect of the Arrangement in strict compliance with the procedures for exercising Dissent Rights and does not withdraw such dissent prior to the Effective Date;

"**EBTDA**" means earnings before taxes, depreciation and amortization;

"**Effective Date**" means the date upon which all of the conditions precedent to the completion of the Arrangement as set out in Article 8 of the Arrangement Agreement have been satisfied or waived in accordance with provisions of the Arrangement Agreement and all documents required to be delivered thereunder have been delivered to the satisfaction of the parties thereto, acting reasonably, and in any event not later than December 31, 2009, or such other date as the parties thereto may agree upon in writing;

"**Effective Time**" means 1:00 p.m. (Vancouver time) on the Effective Date;

"**Environmental Laws**" means any Applicable Laws, and any policies or guidelines of any Governmental Authority, imposing liability or standards of conduct for or relating to the regulation of activities, materials, substances or wastes in connection with or for or to the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), or otherwise relating to environmental, health or safety matters;

"Escrow Agreement" means the escrow agreement pursuant to Form 5D of the Exchange pursuant to which the Amalco Common Shares and Amalco Class B Shares issued in exchange for Aztech Shares are subject;

"Exchange" means the TSX Venture Exchange Inc;

"Final Exchange Bulletin" means the Exchange Bulletin which is issued following closing of the Qualifying Transaction and the submission of all required documentation and that evidences the final Exchange acceptance of the Qualifying Transaction;

"**Final Order**" means the final order of the Court granted in connection with the approval of the Arrangement, providing, among other things, for the Arrangement to be sanctioned and to take effect, as such order may be affirmed, amended, modified or supplemented by an order of any court of competent jurisdiction;

"**Governmental Authority**" means any federal, provincial, territorial, local or foreign government or any department, commission, agency, board, regulatory body, court or tribunal (judicial, quasi-judicial, administrative, quasi-administrative or arbitral) or authority thereof or other political subdivision thereof and any person, body or entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining thereto or the operation thereof, including the Canadian securities regulatory authorities and any stock or other securities exchange;

"**Interim Order**" means the interim order of the Court concerning the Arrangement granted under subsection 192 of the CBCA, containing declarations and directions with respect to the Arrangement and the holding of the Decourcy Meeting, Transformative Meeting and Auricle Meeting, as such order may be affirmed, amended, modified or supplemented by an order of any court of competent jurisdiction;

"**Joint Information Circular**" means the management information circular relating to the Decourcy Meeting, Transformative Meeting and Auricle Meeting and forwarded to Decourcy Shareholders, Transformative Shareholders and Auricle Shareholders in connection with, among other things, the transactions contemplated in this Plan;

"Letter of Intent" means the letter of intent dated June 5, 2009, entered into by Decourcy, Transformative, Auricle, Aztech, and 1557179 Ontario setting forth the terms and conditions of the proposed Arrangement;

"**Letter of Transmittal**" means the letter of transmittal enclosed with the Joint Information Circular pursuant to which Decourcy Shareholder, Transformative Shareholder and Auricle Shareholder is required to surrender the certificates representing his or her Decourcy Shares in order to receive, upon completion of the Arrangement, certificates representing Amalco Common Shares issued pursuant to the Arrangement;

"Liens" means any hypothecations, mortgages, liens, charges, security interests, pledges, calims, encumbrances and adverse rights of claims;

"Meeting" means collectively the Decourcy Meeting, Transformative Meeting and Auricle Meeting;

"Parties" means, collectively, Decourcy, Transformative, Auricle and Aztech; and **"Party"** means any one of them;

"Person" includes any individual, firm, partnership, limited partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"**Plan**" means this plan of arrangement, including any appendices hereto, as amended or supplemented from time to time, and "hereby", "hereof", "herein", "hereunder", "herewith" and similar terms refer to this Plan and not to any particular provision of this Plan;

"Record Date" means a record date as fixed by the Decourcy Board, Transformative Board and Auricle Board;

"Salter" means Geoffrey Salter, Aztech Shareholder and CEO of Aztech;

"**Securities Laws**" means "Canadian Securities Legislation", as that term is defined in National Instrument 14-101 of the Canadian Securities Administrators, together with all published policies promulgated thereunder from time to time by any of the "Canadian Securities Regulatory Authorities", as that term is defined in such Instrument;

"Transformative" means Transformative Ventures Inc., a CPC corporation incorporated under the *Business Corporations Act* (British Columbia) and having its registered office at 203-1280 Haro Street Vancouver, British Columbia, V7M 3N9;

"Transformative Charity Options" means charitable options granted to Big Brothers of Greater Vancouver to acquire up to 125,000 Transformative Shares and expiring on March 5, 2018;

"Transformative Continuance" means the proposed continuance of Transformative out of the jurisdiction of British Columbia under the BCBCA and into federal jurisdiction under the CBCA;

"Transformative Meeting" means an annual and special meeting of the shareholders of Transformative that will be held on December 29, 2009, for the purposes described in the Notice of Annual and Special Meeting of Shareholders included with the Joint Information Circular, and any adjournments thereof;

"Transformative Options" means those incentive stock options granted to directors, officers, employees and consultants of Transformative to purchase up to 1,250,000 Transformative Shares as more particularly set out in this Joint Information Circular;

"Transformative Shares" means the common shares in the capital of Transformative;

"Transformative Shareholders" means a holder of Transformative Shares; and

"Transformative Warrants" means those share purchase warrants granted by Transformative to purchase up to 576,250 Transformative Shares, as more particularly set out in this Joint Information Circular.

"Units" means the units of securities of Aztech issued pursuant to the Aztech Private Placement with each such unit consisting of one Aztech Private Placement Debenture and 4,000 Aztech Private Placement Warrants.

1.2 Headings

The headings contained in this Plan are for reference purposes only and will not affect in any way the meaning or interpretation of this Plan.

1.3 Interpretation

Unless the contrary intention appears, references in this Plan to an article, section, paragraph, subparagraph or schedule by number or letter or both refer to the article, section, paragraph, subparagraph or schedule bearing that designation in this Plan.

1.4 Extended Meanings

In this Plan, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender will include all genders; "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association; and the term "**including**" means "including without limiting the generality of the foregoing".

1.5 Date for Any Action

In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place

1.6 Statutory References

References in this Plan to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.7 Currency

Unless otherwise stated, all references in this Plan to sums of money are expressed in lawful money of Canada.

1.8 Definitions in the CBCA

A word or words with initial capitalized letters used herein and not defined herein but defined in the CBCA shall have the meaning ascribed thereto in the CBCA as of the date hereof unless the context requires otherwise

ARTICLE 2
GOVERNING AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

ARTICLE 3
ARRANGEMENT

3.1 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on Decourcy, Transformative, Auricle, Amalco and all registered and beneficial Aztech Shareholders.

3.2 Arrangement

At the Effective Time, each of the transactions and events set out below will occur and be deemed to occur in the sequence set out below, without any further act or formality:

(a) Decourcy Shares, Transformative Shares and Auricle Shares held by Dissenting Shareholders in respect of which Dissent rights have been validly exercised (and the right of such Dissenting Shareholder to dissent with respect to such Decourcy Shares, Transformative Shares or Auricle Shares, as applicable, has not been terminated or ceased to apply to the Dissent Shareholder) shall be deemed to have been transferred without any further act or formality to Decourcy, Transformative or Auricle, as applicable (free and clear of any Liens), and;

(b) At the time of the step contemplated in Section 3.2(a), with respect to each Decourcy Share, Transformative Share or Auricle Share transferred pursuant to Section 3.2(a):

(i) the holder of such Shares will cease to be the holder of such Share;

(ii) the holder's name will be removed from the central securities register of Decourcy, Transformative or Auricle, as applicable, with respect to such Shares;

(iii) legal and beneficial title to such Shares will rest in Decourcy, Transformative and Auricle, as applicable, and Decourcy, Transformative or Auricle will be and be deemed to be the transferee of such Shares and such Shares shall be cancelled;

(iv) the certificate representing such Shares shall be deemed to have been cancelled; and

(v) the holder of such Shares shall be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such transfer.

(c) After the step described in Section 3.2(a), Decourcy, Transformative and Auricle will amalgamate and continue as one corporation, Amalco, with the same effect as if they were amalgamated under sections 181 of the CBCA, in accordance with following:

(i) All Decourcy Subscription Receipts will be automatically converted (without any additional consideration or action required on the part of the holder of such subscription receipt) into Decourcy Shares, on the basis of one (1) Decourcy Share for every one (1) Decourcy Subscription Receipt, immediately prior to completion of the Arrangement;

(ii) all Decourcy Common Shares (other than Decourcy Common Shares held by the Dissenting Shareholders, if any) outstanding immediately prior to the Effective Time shall be cancelled and the Decourcy Shareholder shall receive the Amalco Common Shares on the basis of one (1) fully paid and non-assessable Amalco Common Share for every one (1) Decourcy Share;

(iii) all Transformative Common Shares (other than Transformative Common Shares held by the Dissenting Shareholders, if any) outstanding immediately prior to the Effective Time shall be cancelled and the Transformative Shareholder shall receive the Amalco Common Shares on the basis of two-thirds (2/3) fully paid and non-assessable Amalco Common Share for every one (1) Transformative Share;

(iv) all Auricle Common Shares (other than Auricle Common Shares held by the Dissenting Shareholders, if any) outstanding immediately prior to the Effective Time shall be cancelled and the Auricle Shareholder shall receive the Amalco Common Shares on the basis of two-thirds (2/3) fully paid and non-assessable Amalco Common Share for every one (1) Auricle Share;

(v) all Transformative Class B Shares, none of which are issued as at the date of this Plan of Arrangement, shall be cancelled;

(vi) no fractional shares will be issued by Amalco on the Amalgamation and any entitlement to a fractional share will be rounded down to the next whole share;

(vii) each Dissenting Shareholder shall cease to have rights as a Decourcy Shareholder, Transformative Shareholder or Auricle Shareholder, as applicable, other than the right to be paid the fair market value of the Decourcy Shares, Transformative Shares or Auricle Shares held by the Dissenting Shareholder, as provided in Article 4;

(viii) without any further action by or on behalf of the holders of Transformative Warrants, each outstanding Transformative Warrant shall be exchanged for the Amalco Warrant entitling the holder to purchase Amalco Common Shares on the basis of two-thirds (2/3) of Amalco Warrant for every one (1) Transformative Warrant. Each Amalco Warrant shall have an exercise price of $0.15;

(ix) without any further action by or on behalf of the holders of Auricle Warrants, each outstanding Auricle Warrant shall be exchanged for the Amalco Warrant entitling the holder to purchase Amalco Common Shares on the basis of two-thirds (2/3) of Amalco Warrant for every one (1) Auricle Warrant. Each Amalco Warrant shall have an exercise price of $0.15;

(x) without any further action by or on behalf of the holders of Decourcy Agent Warrants, each outstanding Decourcy Agent Warrant shall be exchanged for an

Amalco Warrant entitling the holder to purchase Amalco Common Shares on the basis of one (1) Amalco Warrant for every one (1) Decourcy Agent Warrant. Each Amalco Warrant issued for Decourcy Agent Warrants shall have an exercise price of $0 225

(xi) no fractional warrants will be issued by Amalco on the Amalgamation and any entitlement to a fractional warrant will be rounded down to the next whole warrant;

(xii) all other terms and conditions of such Amalco Warrants, including as to expiry, will be the same as the terms of the Decourcy Agents Warrants, Transformative Warrants or Auricle Warrants, as applicable, exchanged therefore. Any document or agreement previously evidencing such Decourcy Agent Warrants, Transformative Warrants or Auricle Warrants, as applicable, shall thereafter evidence and be deemed to evidence such Amalco Warrants;

(xiii) each Decourcy Option outstanding that has not been duly exercised prior to the Effective Time shall, without any further action on behalf of any holder of Decourcy Options, be converted into an Amalco Option to purchase Amalco Common Shares on the basis of one (1) of Amalco Common Share for every one (1) share for which the Decourcy Option was granted. Each Decourcy Option shall have an exercise price of $0.15;

(xiv) each Transformative Option outstanding that has not been duly exercised prior to the Effective Time shall, without any further action on behalf of any holder of Transformative Options, be converted into an Amalco Option to purchase Amalco Common Shares on the basis of two-thirds (2/3) of Amalco Common Share for every one (1) share for which the Transformative Option was granted. Each Transformative Option shall have an exercise price of $0.15;

(xv) each Transformative Charity Option outstanding that has not been duly exercised prior to the Effective Time shall, without any further action on behalf of any holder of Transformative Charity Options, be converted into an Amalco Option to purchase Amalco Common Shares on the basis of two-thirds (2/3) of Amalco Common Share for every one (1) share for which the Transformative Charity Option was granted. Each Transformative Charity Option shall have an exercise price of $0.15;

(xvi) each Auricle Option outstanding that has not been duly exercised prior to the Effective Time shall, without any further action on behalf of any holder of Auricle Options, be converted into an Amalco Option to purchase Amalco Common Shares on the basis of two-thirds (2/3) of Amalco Common Share for every one (1) share for which the Auricle Option was granted. Each Auricle Option shall have an exercise price of $0.15;

(xvii) no fractional options will be issued by Amalco on the Amalgamation and any entitlement to a fractional option will be rounded down to the next whole option;

(xviii) all other terms and conditions of such Amalco Options, including vesting and expiry, will be the same as the terms of the Transformative Options, Transformative Charity Options or Auricle Options, as applicable, exchanged therefore. Any document or agreement previously evidencing such Transformative Option, Transformative Charity Option or Auricle Option, as applicable, shall thereafter evidence and be deemed to evidence such Amalco Options;

(xix) Each of the Amalgamating Companies will contribute to Amalco all of its assets, subject to its liabilities, as they exist immediately before the Amalgamation. Amalco will possess all of the property, rights, privileges and franchises as they exist immediately before the Amalgamation, and will be subject to all the liabilities, contracts, disabilities and debts of each of the Amalgamating Companies, as they exist immediately before the Amalgamation. All rights of creditors against the property, assets, rights, privileges and franchises of the Amalgamating Companies and all liens upon their property, rights and assets will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Companies will thenceforth attach to and may be enforced against Amalco. No actions or proceeding by or against any of the Amalgamating Companies will abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco will be substituted in such action or proceeding in the place of the name of the relevant Amalgamating Company;

(xx) the name of Amalco shall be Aztech Innovations Inc.;

(xxi) the registered and records office of Amalco will be located at Borden Ladner Gervais LLP, World Exchange Plaza, 100 Queen Street, Suite 1100, Ottawa, Ontario, K1P 1J9;

(xxii) there shall be no restrictions on the business that Amalco may carry on or on the powers that Amalco may exercise;

(xxiii) the transfer of the Amalco Common Shares shall not be subject to any restrictions imposed by the constating documents of Amalco;

(xxiv) the fiscal year end of Amalco shall be December 31;

(xxv) the classes and maximum numbers of shares that Amalco shall be authorized to issue shall be as follows:

A. an unlimited number of Amalco Common Shares; and

B. 22,222,222 non-voting non-participating Amalco Class B Shares, having the attributes set out in the special rights and restrictions, attached to the Joint Information Circular as Schedule "D". The Amalco Class B Shares shall be convertible into Amalco Common Shares until 15 days after the release of the audited December 31, 2011 financial statements of Amalco and shall be subject to an earn out formula where 1½ Class B Shares are converted into 1½ Amalco Earn Out Shares for every dollar of EBTDA generated from operations by Amalco and audited by Amalco's auditor. If Amalco receives an offer to sell all of its issued and outstanding shares to another company or person at a minimum value of $75 million, any Amalco Class B Shares which exist at the date of such offer, will be immediately converted into the Amalco Common Shares. Each fiscal year, the auditor will audit such calculations and such number of Amalco Class B Shares shall be converted pursuant to such earn out formula. Such earnings calculations shall be non-cumulative and the number of shares that may be issued relate to such fiscal years calculation. On the fifteenth day after completion of the audited financial statements for Amalco for the year ended December 31, 2011, the Amalco Class B Shares shall be cancelled and the terms and conditions of such Amalco Class B Shares shall have no further force of effect.

(xxvi) the number of directors of Amalco shall be a minimum of three (3) and a maximum of eleven (11), until changed in accordance with the CBCA. Until changed by the ordinary resolution of Amalco Shareholders or the directors by Amalco if authorized by an ordinary resolution of the Amalco Shareholders, the number of directors of Amalco shall be five (5), of which (i) two (2) members shall be nominated by Decourcy, Transformative and Auricle (ii) two (2) shall be nominated by Aztech and (iii) the remaining member shall be an independent industry person who shall be nominated by Aztech and whose nomination must be approved by Decourcy, Transformative and Auricle. During the first three years following the completion of the Arrangement, at any Amalco shareholders meeting called for the purpose of electing directors of Amalco, Aztech Shareholders will vote, or cause any of their associates, to vote, any shares of Amalco, whether owned directly, or indirectly, and whether owned upon completion of the Arrangement or acquired in the future, in favour of electing of directors nominated by Decourcy, Transformative and Auricle. Decourcy, Transformative, Auricle and Aztech may make any changes to their respective individual nominees;

(xxvii) the first directors of Amalco will be the persons whose names, municipalities, the occupations and the Person(s) who nominated them are as follows, and they will hold office until the first annual meeting of Amalco or until their successors are elected or appointed:

Full Name	**Municipality of Residence**	**Occupation**	**Nominee of**
Darrell Elliott	North Vancouver, British Columbia	Chairman and CEO, Apex Bioventures Acquisition Corp., a healthcare acquisition company	Decourcy, Transformative and Auricle
Hugh Notman	Vancouver, British Columbia	Partner Stirling Mecantile Corporation, a corporate finance advisory firm	Decourcy, Transformative and Auricle
Spiros Pantziris	Kingston, Ontario	Director and officer of Avante Security Corp.	Aztech
Geoffrey Salter	Kingston, Ontario	President and CEO, Aztech	Aztech
Jim Roche	Kingston, Ontario	President and CEO, Stratford Managers	Independent Industry Person

(xxviii) the initial officers of Amalco shall be Mr. Geoffrey Salter, who shall act as Chief Executive Officer of Amalco until replaced by by resolution of directors of Amalco, and Mr. Gerry Lalonde, who shall act as Chief Financial Officer of Amalco until replaced by by resolution of directors of Amalco Mr. Geoffrey Salter, as long as he remains the Chief Executive Officer of Amalco, shall not be eligible to be nominated as the chairman of the board of directors of Amalco;

(xxix) KPMG LLP shall be appointed as an auditor of Amalco; and

(xxx) the by-laws of Amalco shall be the by-laws of Decourcy;

(d) After the step described in Section 3.2(c), Amalco will acquire all of the issued and outstanding Aztech Shares, in accordance with following:

(i) Aztech Shareholders shall exchange, transfer and assign to Amalco all (but not less than all) of the issued and outstanding Aztech Shares owned by such Aztech Shareholders for the issuance to Aztech Shareholders of an aggregate of 26,015,813 Amalco Common Shares and 22,222,222 Amalco Class B Shares;

(ii) the Amalco Common Shares and the Amalco Class B Shares to be issued to Aztech Shareholders shall be subject to the escrow provisions of Policy 5.4 of the Exchange as Surplus Securities (as defined in the policies of the Exchange) and, if required to do so by the Exchange, the Aztech Shareholders shall execute the Escrow Agreement with the issuance of the Amalco Common Shares or Amalco Class B Shares required to be escrowed;

(iii) Amalco Common Shares and the Amalco Class B Shares to be issued to Aztech Shareholders will be subject to such resale restrictions as may be imposed by applicable Securities Laws and such other resale restrictions as may be imposed by the Exchange;

(iv) Aztech Shareholders shall enter into a voluntary pooling agreement that will commence on the later of:

A. the release of the Amalco Earn Out Shares from escrow pursuant to the policies of the Exchange; and

B. the date of issuance of such Amalco Earn Our Shares (the "**Initial Date**").

Such Earn Out Shares shall be released and be free of any trading restrictions as follows:

A. 10% of the issued Amalco Earn Out Shares at the Initial Date; and

B. 15% of such Amalco Earn Out Shares each six months thereafter;

(v) all Amalco Common Shares and Amalco Class B Shares to be issued to 1557179 Ontario and Geoffrey Salter will be subject to a voting trust agreement with respect to the election of Amalco directors, for a period of 3 years following the completion of the Arrangement;

(vi) all outstanding Aztech Private Placement Warrants shall be exchanged for an Amalco Warrant entitling the holders thereof to purchase Amalco Common Shares on the basis of one (1) Amalco Common Share for every one (1) share for which the Amalco Warrant will be exercised at an exercise price of $0.25;

(vii) all Aztech Agent Warrants shall be exchanged for an Amalco Warrant entitling the holder thereof to purchase Amalco Common Shares on the basis of one (1) Amalco Common Share for every one (1) share for which the Amalco Warrant will be exercised at an exercise price of $0.225;

(viii) all other terms and conditions of such Amalco Warrants, including as to expiry, will be the same as the terms of the Aztech Private Placement Warrants or Aztech Agent Warrants, as applicable, exchanged therefore. Any document or agreement previously evidencing such Aztech Private Placement Warrants or Aztech Agent Warrants, as applicable, shall thereafter evidence and be deemed to evidence such Amalco Warrants;

(ix) each Aztech Private Placement Debenture will be replaced with one (1) Amalco Debenture on the terms specified in the Aztech Private Placement Debenture subscription agreement;

(x) Amalco shall assume all the obligations of Aztech under the Aztech Private Placement Debentures; and

(xi) no fractional warrants will be issued by Amalco and any entitlement to a fractional warrant will be rounded down to the next whole warrant,

provided that none of the foregoing will occur or be deemed to occur unless all of the foregoing occurs.

ARTICLE 4
DISSENT RIGHTS

4.1 Rights of Dissent of Decourcy

Decourcy Shareholders may exercise the Dissent Rights with respect to Decourcy Shares held by them pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order. Dissenting Shareholders who duly and validly exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Decourcy Shares, which fair value shall be the fair value of such shares immediately before the passing by Decourcy Shareholders of the Decourcy Arrangement Resolution, shall cease to have any rights as an Decourcy Shareholder other than the right to be paid an amount equal to the fair value of such Decourcy Shares, which payment shall be made by Amalco; and

(b) are ultimately determined not to be entitled, for any reason, to be paid fair value for their Decourcy Shares, shall be deemed to have participated in the Arrangement as of the Effective Time, on the same basis as a nondissenting holder of Decourcy Shares and shall receive Amalco Common Shares on the same basis as holders of Decourcy Shares;

but in no case shall Decourcy, Amalco or any other Person be required to recognize any Dissenting Shareholder as a holder of Decourcy Shares after the Effective Time, and the names of each Dissenting Shareholder shall be deleted from the register of holders of Decourcy shares at the Effective Time.

4.2 Rights of Dissent of Transformative

Transformative Shareholders may exercise the Dissent Rights with respect to Transformative Shares held by them pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order. Dissenting Shareholders who duly and validly exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Transformative Shares, which fair value shall be the fair value of such shares immediately before the passing by Transformative Shareholders of the Transformative Arrangement Resolution, shall cease to have any rights as an Transformative Shareholder other than the right to be paid an amount equal to the fair value of such Transformative Shares, which payment shall be made by Amalco; and

(b) are ultimately determined not to be entitled, for any reason, to be paid fair value for their Transformative Shares, shall be deemed to have participated in the Arrangement as of the Effective Time, on the same basis as a nondissenting holder of Transformative Shares and shall receive Amalco Common Shares on the same basis as holders of Transformative Shares;

but in no case shall Transformative, Amalco or any other Person be required to recognize any Dissenting Shareholder as a holder of Transformative Shares after the Effective Time, and the names of each Dissenting Shareholder shall be deleted from the register of holders of Transformative shares at the Effective Time.

4.3 Rights of Dissent of Auricle

Auricle Shareholders may exercise the Dissent Rights with respect to Auricle Shares held by them pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order. Dissenting Shareholders who duly and validly exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Auricle Shares, which fair value shall be the fair value of such shares immediately before the passing by Auricle Shareholders of the Auricle Arrangement Resolution, shall cease to have any rights as an Auricle Shareholder other than the right to be paid an amount equal to the fair value of such Auricle Shares, which payment shall be made by Amalco; and

(b) are ultimately determined not to be entitled, for any reason, to be paid fair value for their Auricle Shares, shall be deemed to have participated in the Arrangement as of the Effective Time, on the same basis as a nondissenting holder of Auricle Shares and shall receive Amalco Common Shares on the same basis as holders of Auricle Shares;

but in no case shall Auricle, Amalco or any other Person be required to recognize any Dissenting Shareholder as a holder of Auricle Shares after the Effective Time, and the names of each Dissenting Shareholder shall be deleted from the register of holders of Auricle shares at the Effective Time.

ARTICLE 5
CERTIFICATES

Section 5.1 Issuance of Certificates Representing Amalco Common Shares

(a) At or as promptly as practicable after the Effective Time, Amalco shall deposit with the Depositary, for the benefit of the holders of Decourcy Shares, Transformative Shares and Auricle Shares who will receive Amalco Common Shares in connection with the Arrangement, certificates representing the Amalco Common Shares issuable under the Arrangement;

(b) Upon surrender to the Depositary of a certificate which immediately prior to or upon the Effective Time represented Decourcy Shares. Transformative Shares or Auricle Shares, as applicable, in respect of which the holder is entitled to receive Amalco Common Shares under the Arrangement, together with a duly completed Letter of Transmittal and such other documents and instruments as would have been required to effect the transfer of the Decourcy Shares, Transformative Shares or Auricle Shares, as applicable, formerly represented by such certificate under the CBCA and the bylaws of Decourcy, Transformative or Auricle, and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and after the Effective Time the Depositary shall deliver to such holder, a certificate representing that number of Amalco Common Shares which such holder has the right to receive (together with any dividends or distributions with respect thereto pursuant to Section 5.2 and any certificate so surrendered shall forthwith be cancelled

(c) Until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to or upon the Effective Time represented one or more Decourcy Shares, Transformative Shares or Auricle Shares, as applicable, that were cancelled in consideration for Amalco Common Shares pursuant to Section 3.2 (c) shall be deemed at all times at and after the Effective Time, but subject to Section 4.5, to represent only the right to receive upon such surrender a certificate representing that number of Amalco Common Shares which such holder has the right to receive as contemplated by this Section 5.1 and any dividends or distributions with a record date after the Effective Time theretofor paid or payable with respect to the Amalco Common Shares as contemplated by Section 5.2.

5.2 Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions paid, declared or made with respect to Amalco Common Shares with a record date after the Effective Time, shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Decourcy Shares, Transformative Shares or Auricle Shares that were cancelled in consideration for Amalco Common Shares pursuant to Section 3.2(c) unless and until the holder of such certificate shall comply with the provisions of Section 5.1. Subject to Applicable Law, at the time such holder shall have complied with the provisions of Section 5.1 (or, in the case of clause (b) below, at the appropriate payment date), there shall be paid to the holder of the certificates formerly representing Decourcy Shares, Transformative Shares or Auricle Shares, without interest:

(a) the amount of dividends or other distributions with a record date after the Effective Time theretofor paid with respect to the Amalco Common Shares, to which such holder is entitled pursuant hereto; and

(b) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to the date of compliance by such holder with the provisions of Section 4.1 and a payment date subsequent to the date of such compliance and payable with respect to Amalco Common Shares

5.3 Lost Certificates

In the event any certificate that immediately prior to the Effective Time represented one or more outstanding Decourcy Shares, Transformative Shares or Auricle Shares that were cancelled in consideration for Amalco Common Shares pursuant to Section 3.2(c), shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by such Decourcy Shareholder, Transformative Shareholders or Auricle Shareholder, as applicable, claiming such certificate to be lost, stolen or destroyed, the Depositary shall, subject to the terms hereof, issue in exchange for such lost, stolen or destroyed certificate, a certificate representing the Amalco Common Shares to which such Decourcy Shareholder, Transformative Shareholder or Auricle Shareholder is entitled under the Plan of Arrangement. When authorizing such issuance, as a condition precedent to the delivery of such Amalco Common Shares, the Decourcy Shareholder, Transformative Shareholder or Auricle Share, as applicable, shall give a bond satisfactory to Amalco and the Depositary in such amount as Amalco and the Depositary may direct, or otherwise indemnify Amalco and the Depositary in a manner satisfactory to Amalco and the Depositary, against any claim that may be made against Amalco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

5.4 Withholding Rights

Amalco, Decourcy, Transformative, Auricle and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder and from all dividends (including deemed dividends) or other amounts otherwise payable to any Decourcy Shareholder, Transformative Shareholder or Auricle Shareholder, such amounts as Amalco, Decourcy, Transformative, Auricle or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Decourcy Shareholder, Transformative Shareholder or Auricle Shareholder, as applicable, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

5.5 Extinguishment of Rights

Any certificate which immediately prior to the Effective Time represented outstanding Decourcy Shares, Transformative Shares or Auricle Shares that are not held by a Dissenting Shareholder who is ultimately entitled to be paid fair value of the Decourcy Shares, Transformative Shares or Auricle Sahres, as applicable, held by such Dissenting Shareholder, but was cancelled in consideration for Amalco Common Shares pursuant to Section 3.2(c), that has not been deposited with all other instruments required by Section 5.1, on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature to Amalco Common Shares. On such date, Amalco Common Shares (and any dividends or distributions with respect thereto) to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Amalco, together with all entitlements to dividends, distributions, cash and interest in respect thereof held for such former holder. None of Decourcy, Transformative, Auricle, Amalco or the Depositary shall be liable to any Person in respect of any Amalco Common Shares (or dividends and/or distributions) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar law.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) Decourcy, Transformative, Auricle and Aztech reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be:

(i) set out in writing;

(ii) agreed to in writing by Decourcy, Transformative, Auricle and Aztech;

(iii) filed with the Court and, if made following the Meeting, approved by the Court; and

(iv) communicated to holders or former holders of Decourcy Shares, Decourcy Options, Transformative Shares, Transformative Options, Transformative Warrants, Auricle Shares, Auricle Options and Auricle Warrants if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Decourcy, Transformative or Auricle at any time prior to the Meeting provided that Aztech shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if:

(i) it is consented to in writing by each of Decourcy, Transformative, Auricle and Aztech; and

(ii) if required by the Court, it is consented to by holders of the Decourcy Shares, Decourcy Options, Transformative Shares, Transformative Options, Transformative Warrants, Auricle Shares, Auricle Options and Auricle Warrants voting in the manner directed by the Court.

(d) Subject to the Applicable Laws, any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by Amalco, provided that it concerns a matter which, in the reasonable opinion of Amalco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of Decourcy Shares, Decourcy Options, Transformative Shares, Transformative Options, Transformative Warrants, Auricle Shares, Auricle Options and Auricle Warrants.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur as set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.