



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

CES Energy Solutions Corp.

Corporate name / Dénomination sociale

211800-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Virginie Ethier

Director / Directeur

2017-06-15

Date of amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



Form 4
Articles of Amendment
Canada Business Corporations Act
(CBCA) (s. 27 or 177)

Formulaire 4
Clauses modificatrices
Loi canadienne sur les sociétés par
actions (LCSA) (art. 27 ou 177)

1 Corporate name
Dénomination sociale
Canadian Energy Services & Technology Corp.

2 Corporation number
Numéro de la société
211800-9

3 The articles are amended as follows
Les statuts sont modifiés de la façon suivante

The corporation changes its name to:
La dénomination sociale est modifiée pour :
CES Energy Solutions Corp.

4 Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société.

Original signed by / Original signé par
Craig Nieboer
Craig Nieboer
403-269-2800

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250 (1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

Canadian Energy Services & Technology Corp.

Corporate name / Dénomination sociale

211800-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Virginie Ethier

Director / Directeur

2014-07-07

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



Industry
Canada

Industrie
Canada

Form 4

Articles of Amendment

*Canada Business Corporations Act
(CBCA) (s. 27 or 177)*

Formulaire 4

Clauses modificatrices

*Loi canadienne sur les sociétés par
actions (LCSA) (art. 27 ou 177)*

1 Corporate name
Dénomination sociale
Canadian Energy Services & Technology Corp.

2 Corporation number
Numéro de la société
211800-9

3 The articles are amended as follows
Les statuts sont modifiés de la façon suivante

See attached schedule / Voir l'annexe ci-jointe

4 Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société.

Original signed by / Original signé par
Craig F. Nieboer
Craig F. Nieboer

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250 (1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

Schedule / Annexe
Amendment Schedules / Annexes - Modification

Pursuant to subsection 173(1)(h) of the Canada Business Corporations Act, and approved by a special resolution of the Shareholders dated June 19, 2014, the Articles of Canadian Energy Services & Technology Corp. (the "Corporation") are hereby amended to divide the issued and outstanding Common Shares on a three-for-one basis. Holders of record as of July 18, 2014 will be entitled to receive two additional Common Shares for each Common Share held on such date.



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

Canadian Energy Services & Technology Corp.

Corporate name / Dénomination sociale

211800-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Marcie Girouard

Director / Directeur

2013-06-20

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



1 Corporate name
Dénomination sociale
Canadian Energy Services & Technology Corp.

2 Corporation number
Numéro de la société
211800-9

3 The articles are amended as follows
Les statuts sont modifiés de la façon suivante

The corporation changes the minimum and/or maximum number of directors to:
Les nombres minimal et/ou maximal d'administrateurs sont modifiés pour :
Min. 3 Max. 15

The corporation amends the description of classes of shares as follows:
La description des catégories d'actions est modifiée comme suit :
See attached schedule / Voir l'annexe ci-jointe

The corporation amends the other provisions as follows:
Les autres dispositions sont modifiées comme suit :
See attached schedule / Voir l'annexe ci-jointe

4 Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société.

Original signed by / Original signé par
Craig Nieboer
Craig Nieboer
403-269-2800

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250 (1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

Schedule / Annexe

Description of Classes of Shares / Description des catégories d'actions

Pursuant to Section 173(1)(g) of the Canada Business Corporations Act, the articles of the Corporation are amended to change the rights, privileges, restrictions and conditions attached to the Common Shares as follows:

COMMON SHARES

1. The unlimited number of Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) The holders of Common Shares shall be entitled to notice of, to attend and to one vote per share held at any meeting of the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the Common Shares as such);

(b) The holders of Common Shares shall be entitled to receive dividends as and when declared by the Board of Directors of the Corporation on the Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of dividends; and

(c) The holders of Common Shares shall be entitled in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of return of capital on dissolution, to share rateably, together with the holders of shares of any other class of shares of the Corporation ranking equally with the Common Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

2. If the directors of the Corporation declare a dividend on the Common Shares payable in whole or in part in fully paid and non-assessable Common Shares (the portion of the dividend payable in Common Shares being herein referred to as a "stock dividend"), the following provisions shall apply:

(a) unless otherwise determined by the directors of the Corporation in respect of a particular stock dividend: (i) the number of Common Shares (which shall include any fractional Common Shares) to be issued in satisfaction of the stock dividend shall be determined by dividing (A) the dollar amount of the particular stock dividend, by (B) the "Average Market Price" of a Common Share on the Toronto Stock Exchange (the "TSX"), with the "Average Market Price" calculated by dividing the total value of Common Shares traded on the TSX by the total volume of Common Shares traded on the TSX over the five trading day period immediately prior to the payment date of the applicable stock dividend on the Common Shares; and (ii) the value of a Common Share to be issued for the purposes of each stock dividend declared by the directors of the Corporation shall be deemed to be the Average Market Price of a Common Share;

(b) to the extent that any stock dividend paid on the Common Shares represents one or more whole Common Shares payable to a registered holder of Common Shares, such whole Common Shares shall be registered in the name of such holder. Common Shares representing in the aggregate all of the fractions amounting to less than one whole Common Share which might otherwise have been payable to registered holders of Common Shares by reason of such stock dividend shall be issued to the transfer agent for the Common Shares as the agent of such registered holders of Common Shares. The transfer agent shall credit to an account for each such registered holder all fractions of a Common Share amounting to less than one whole share issued by the Corporation by way of stock dividends in respect of the Common Shares registered in the name of such holder. From time to time, when the fractional interests in a Common Share held by the transfer agent for the account of any registered holder of Common Shares are equal to or exceed in the aggregate one additional whole Common Share, the transfer agent shall cause such additional whole Common Share to be registered in the name of

such registered holder and thereupon only the excess fractional interest, if any, will continue to be held by the transfer agent for the account of such registered holder. The Common Shares held by the transfer agent representing fractional interests shall not be voted;

(c) if at any time the Corporation shall have reason to believe that tax should be withheld and remitted to a taxation authority in respect of any stock dividend paid or payable to a shareholder in Common Shares, the Corporation shall have the right to sell, or to require its transfer agent in each case as agent of such shareholder, to sell all or any part of the Common Shares or any fraction thereof so issued to such holder in payment of that stock dividend or one or more subsequent stock dividends through the facilities of the TSX or other stock exchange on which the Common Shares are listed for trading, and to cause the transfer agent to remit the cash proceeds from such sale to such taxation authority (rather than such holder) in payment of such tax to be withheld. This right of sale may be exercised by notice given by the Corporation to such holder and to the Corporation or the transfer agent stating the name of the holder, the number of Common Shares to be sold and the amount of the tax which the Corporation has reason to believe should be withheld. Upon receipt of such notice the transfer agent shall, unless a certificate or other evidence of registered ownership for the Common Shares has at the relevant time been issued in the name of the holder, sell the Common Shares as aforementioned and the Corporation or the transfer agent as applicable, shall be deemed for all purposes to be the duly authorized agent of the holder with full authority on behalf of such holder to effect the sale of such Common Shares and deliver the proceeds therefrom to the applicable taxation authority on behalf of the Corporation. Any balance of the cash sale proceeds not remitted by the Corporation in payment of the tax to be withheld shall be payable to the holder whose Common Shares were so sold by the transfer agent;

(d) if at any time the Corporation shall have reason to believe that the payment of a stock dividend to any holder thereof who is resident in or otherwise subject to the laws of a jurisdiction outside Canada might contravene the laws or regulations of such jurisdiction, or could subject the Corporation to any penalty thereunder or any legal or regulatory requirements not otherwise applicable to the Corporation, the Corporation shall have the right to sell, or to require its transfer agent in each case, as agent of such shareholder, to sell through the facilities of the TSX or other stock exchange on which the Common Shares are listed for trading, the Common Shares or any fraction thereof so issued and to cause the transfer agent to pay the cash proceeds from such sale to such holder. The right of sale shall be exercised in the manner provided in subparagraph (c) above except that in the notice there shall be stated, instead of the amount of the tax to be withheld, the nature of the law or regulation which might be contravened or which might subject the Corporation to any penalty or legal or regulatory requirement. Upon receipt of the notice, the Corporation or the transfer agent shall, unless a certificate or other evidence of registered ownership for the Common Shares has at the relevant time been issued in the name of the holder, sell the Common Shares as aforementioned and the Corporation or the transfer agent, as applicable shall be deemed for all purposes to be the duly authorized agent of the holder with full authority on behalf of such holder to effect the sale of such Common Shares and to deliver the proceeds therefrom to such holder;

(e) upon any registered holder of Common Shares ceasing to be a registered holder of one or more Common Shares, such holder shall be entitled to receive from the transfer agent, and the transfer agent shall pay as soon as practicable to such holder, an amount in cash equal to the proportion of the value of one Common Share that is represented by the fraction less than one whole Common Share at that time held by the transfer agent for the account of such holder, and, for the purpose of determining such value, each Common Share shall be deemed to have the value equal to the Average Market Price in respect of the last stock dividend paid by the Corporation prior to the date of such payment; and

(f) for the purposes of the foregoing: (i) the calculation of a fraction of a Common Share payable to a shareholder by way of a stock dividend and the calculation of the Average Market Price shall be computed to six decimal places, and shall be rounded to the nearest sixth decimal place; and (ii) neither the Corporation nor its transfer agent shall have any obligation to register any Common Share in the name of a person, to deliver a certificate or other document representing Common Shares registered in the name of a shareholder or to make a cash payment for fractions of a Common Share, unless all applicable laws and regulations to which the

Corporation and/or the transfer agent are, or as a result of such action may become, subject, shall have been complied with to their reasonable satisfaction.

Schedule / Annexe
Other Provisions / Autres dispositions

Pursuant to Section 173(1)(o) of the Canada Business Corporations Act, the Other provisions be amended by the addition of the following paragraphs:

1. Subject to the Canada Business Corporations Act, the directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of the additional directors shall not at any time exceed one third of the number of directors who held office at the expiration of the last annual meeting of the Corporation; and
2. Shareholder meetings may be held anywhere in the United States of America or anywhere in Canada that the directors may determine by resolution from time to time.



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

Canadian Energy Services & Technology Corp.

Corporate name / Dénomination sociale

211800-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Marcie Girouard

Director / Directeur

2011-07-08

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



Form 4
Articles of Amendment
Canada Business Corporations Act
(CBCA) (s. 27 or 177)

Formulaire 4
Clauses modificatrices
Loi canadienne sur les sociétés par
actions (LCSA) (art. 27 ou 177)

- | | |
|---|---|
| 1 | Corporate name
Dénomination sociale
Canadian Energy Services & Technology Corp. |
| 2 | Corporation number
Numéro de la société
211800-9 |
| 3 | The articles are amended as follows
Les statuts sont modifiés de la façon suivante |

The corporation amends the description of classes of shares as follows:
La description des catégories d'actions est modifiée comme suit :
See attached schedule / Voir l'annexe ci-jointe

- | | |
|---|---|
| 4 | Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société. |
|---|---|

Original signed by / Original signé par
Craig Nieboer
Craig Nieboer
403-269-2800

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Nota : Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).

Schedule / Annexe

Description of Classes of Shares / Description des catégories d'actions

To amend the articles of the Corporation to add the following sentence to the articles of amendment filed on June 30, 2011: "Holders of record as of July 13, 2011 will be entitled to receive two additional Common Shares for each Common Share held on such date."



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

Canadian Energy Services & Technology Corp.

Corporate name / Dénomination sociale

211800-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Marcie Girouard

Director / Directeur

2011-06-30

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



Form 4
Articles of Amendment

*Canada Business Corporations Act
(CBCA) (s. 27 or 177)*

Formulaire 4
Clauses modificatrices

*Loi canadienne sur les sociétés par
actions (LCSA) (art. 27 ou 177)*

1 Corporate name
Dénomination sociale
Canadian Energy Services & Technology Corp.

2 Corporation number
Numéro de la société
211800-9

3 The articles are amended as follows
Les statuts sont modifiés de la façon suivante

The corporation amends the description of classes of shares as follows:
La description des catégories d'actions est modifiée comme suit :
See attached schedule / Voir l'annexe ci-jointe

4 Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société.

Original signed by / Original signé par
Craig Nieboer
Craig Nieboer
403-269-2800

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Schedule / Annexe

Description of Classes of Shares / Description des catégories d'actions

Pursuant to Section 173 of the Act, the Articles of the Corporation be amended to divide the issued and outstanding Common shares on a three-for-one basis.



Industry Canada Industrie Canada

Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

Nevaro Capital Corporation

211800-9

Name of CBCA corporation(s) involved -
Dénomination(s) de la (des) société(s)
L.C.S.A. concernée(s)

Corporation number - Numéro de la société

I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the *Canada Business Corporations Act*.

Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Richard G. Shaw
Director - Directeur

January 1, 2010 / le 1 janvier 2010

Date of Arrangement - Date de l'arrangement

Canada



Industry Canada Industrie Canada
Canada Business Loi canadienne sur les
Corporations Act 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) Nevaro Capital Corporation	2 -- Corporation No.(s) - N°(s) de la(des) société(s) 211800-9
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 Nevaro Capital Corporation 7280157 Canada Ltd.	4 -- Corporation No.(s) - N°(s) de la(des) société(s) 2118009 7280157
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 Not Applicable.	6 -- Corporation No.(s) - N°(s) de la(des) société(s)
7 -- Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s), le cas échéant Not Applicable.	8 -- Corporation No.(s) - N°(s) de la(des) société(s)
9 -- Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant Canadian Energy Services L.P.	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 Ontario

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 See attached Schedule "A". 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

Signature

Printed Name - Nom en lettres mouillées

Vincent Sorace

12 -- Capacity of - En qualité de

President

13 -- Tel. No. - N° de tél.

604-639-9052

FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

JAN 01 2010

Schedule "A"
Attached to and forming part of the
Form 14.1 – Articles of Arrangement of
NEVARO CAPITAL CORPORATION

11. In accordance with the order approving the arrangement

a. ☒ The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement

The name of Nevaro Capital Corporation is changed to Canadian Energy Services & Technology Corp.

The name of 7280157 Canada Ltd. is changed to Nevaro Capital Corporation.

**PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Plan of Arrangement unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Arrangement" means the arrangement involving the Partnership, the Partnership Unitholders, Nevaro and the Current Nevaro Shareholders, under the provisions of section 192 of the CBCA, on the terms and conditions set forth in this Plan of Arrangement;

"Arrangement Agreement" means the amended and restated arrangement agreement dated effective November 10, 2009 between the Partnership and Nevaro with respect to this Plan of Arrangement, and all amendments thereto;

"Articles of Arrangement" means one or more articles of arrangement in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order has been made;

"Assumed Contracts" means all Contracts to which Nevaro is a party immediately prior to the Effective Time;

"Assumed Liabilities" means all Liabilities of Nevaro incurred or accruing on or prior to the Effective Time;

"Assumed Obligations" means the Assumed Contracts and the Assumed Liabilities, and for greater certainty excludes the Excluded Liabilities;

"Business Day" means a day other than a Saturday, Sunday or a day when banks in the City of Calgary, Alberta and Vancouver, British Columbia are not generally open for business;

"CBCA" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, including the regulations promulgated thereunder;

"Certificate" means the certificate or other confirmation of filing to be issued by the Director pursuant to subsection 192(7) of the CBCA giving effect to the Arrangement;

"CES Letter of Transmittal" means the letter of transmittal accompanying the information circular sent to Partnership Unitholders;

"Claims" means claims of any nature or kind whatsoever against the Class A Units or the Current Nevaro Shares, as applicable, including, without limitation, encumbrances, charges, liens, security interests, or any other claims in equity, at law or otherwise;

"Class A Units" means the issued and outstanding Class A common limited partnership units of the Partnership;

"Contract" means any agreement, indenture, contract, lease, trust agreement, license, option, instrument or other commitment, whether written or oral;

"Court" means the Supreme Court of British Columbia;

"Current Nevaro Shareholders" means the holders of Current Nevaro Shares;

"Current Nevaro Shares" means the issued and outstanding common shares in the capital of Nevaro immediately prior to the Effective Time;

"Director" means the Director appointed under section 260 of the CBCA;

"Dissenting Partnership Unitholders" means, to the extent rights of dissent are provided to Dissenting Partnership Unitholders pursuant to the Interim Order, the registered Partnership Unitholders who exercise the rights of dissent provided to them under the Interim Order and who have not, prior to the Effective Time, withdrawn their dissent;

"Dissenting Shareholders" means the registered Current Nevaro Shareholders who exercise the rights of dissent provided to them under the Interim Order and who have not, prior to the Effective Time, withdrawn their dissent;

"Divested Assets" means the Assets, as such term is determined in the Divestiture Agreement, and for greater certainty specifically excludes the Excluded Assets;

"Divestiture Agreement" means the Divestiture Agreement entered into between Nevaro and Newco and intervened by the Partnership and dated as of the Effective Date providing for the transfer, assignment and conveyance by Nevaro of the Divested Assets to Newco and the assumption by Newco of the Assumed Obligations;

"Effective Date" means the date the Arrangement is effective under the CBCA;

"Effective Time" means 12:01 a.m. on the Effective Date;

"Excluded Assets" has the meaning ascribed thereto in the Divestiture Agreement;

"Excluded Liabilities" means all the Liabilities of Nevaro incurred after the Effective Time which, for greater certainty, includes all Liabilities of Nevaro in respect of Tax that were, are or may become payable resulting from the Arrangement and the debt obligation owing from Nevaro to the Partnership evidenced by the Partnership Loan Promissory Note;

"Final Order" means the final order of the Court approving this Plan of Arrangement pursuant to subsection 192(4) of the CBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"General Partner" means Canadian Energy Services Inc., a corporation subsisting under the laws of the Province of Alberta which acts as general partner of the Partnership pursuant to the LP Agreement;

"General Partner Shares" means the issued and outstanding common shares of the General Partner;

"General Partner Shareholder" means Computershare Trust Company of Canada, the registered holder of the General Partner Shares;

"GP Share Transfer Agreement" means the share transfer agreement dated as of the Effective Date between Nevaro and the General Partner Shareholder in respect of the General Partner Shares to Nevaro on the Effective Date.

"Interim Order" means the interim order of the Court concerning the Plan of Arrangement pursuant to subsection 192(4) of the CBCA, containing declarations and directions with respect to the Arrangement and the holding of the Meetings, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Liabilities" means all debts, liabilities, commitments or obligations (whether matured or unmatured, accrued, fixed, contingent or otherwise) of any kind or nature whatsoever resulting from any matters, actions, events, facts or circumstances related to the activities, affairs or business of Nevaro;

"LP Agreement" means the amended and restated limited partnership agreement dated March 2, 2006 among the General Partner, Canadian Fluid Systems Ltd., Impact Fluid Systems Inc., the Trustee and each person who is admitted to the Partnership as a Partnership Unitholder from time to time, as such agreement may be further amended from time to time;

"Meeting" means either the special meeting of Partnership Unitholders or the special meeting of Current Nevaro Shareholders, as applicable, to be held to consider the Arrangement, and any adjournment thereof;

"Nevaro" means Nevaro Capital Corporation, a corporation subsisting under the laws of Canada under corporation number 2118009;

"Nevaro Depositary" means Computershare Investor Services Inc., or such other trust company as may be designated by Nevaro;

"Nevaro Letter of Transmittal" means the letter of transmittal accompanying the information circular sent to Current Nevaro Shareholders;

"Nevaro Redeemable Shares" means the Current Nevaro Shares once redesignated as "Redeemable Common Shares" pursuant to subparagraph 3.1(e)(i) of this Plan of Arrangement;

"New CES" means "Canadian Energy Services & Technology Corp." following the name change of Nevaro referred to in section 3.1(l) of this Plan of Arrangement;

"New CES Shareholders" means the holders of issued and outstanding New CES Shares;

"New Nevaro" means "Nevaro Capital Corporation" following the name change of Newco referred to in section 3.1(l) of this Plan of Arrangement;

"New CES Shares" means the common shares in the capital of Nevaro that are authorized pursuant to subparagraph 3.1(e)(ii);

"Newco" means 7280157 Canada Ltd., a corporation incorporated under the CBCA;

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

"Newco Shareholder" means the holder of issued and outstanding Newco Shares;

"Partnership" means Canadian Energy Services L.P., a limited partnership formed under the laws of the Province of Ontario pursuant to the LP Agreement;

"Partnership Depositary" means Computershare Investor Services Inc., or such other trust company as may be designated by the Partnership;

"Partnership Loan Amount" means the aggregate amount payable pursuant to the Partnership Loan Promissory Note, which amount shall be equal to \$2,800,000;

"Partnership Loan Promissory Note" means the demand promissory note of Nevaro, in an aggregate principal amount equal to the Partnership Loan Amount, to be issued in favour of the Partnership pursuant to section 3.1(c) hereof in consideration of the loan to Nevaro by the Partnership of an amount equal to the Partnership Loan Amount;

"Partnership Options" means the options to acquire Class A Units issued under the Partnership Option Plan;

"Partnership Option Plan" means the unit option plan of the Partnership dated effective March 2, 2006 and amended and restated effective May 12, 2008;

"Partnership Unitholders" means the holders of Class A Units;

"Tax" or "Taxes" means all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), payroll and employee withholding taxes, unemployment insurance, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, capital taxes, workers compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which the Partnership or Nevaro, as the case may be, is required to pay, withhold, remit or collect;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended;

"**Trust Agreement**" means the trust agreement dated March 2, 2006 between the Trustee and Cameron M. Proctor; and

"**Trustee**" means Computershare Trust Company of Canada, in its capacity as the trustee under the Trust Agreement.

1.2 Number of Class A Units, Current Nevaro Shares and Partnership Options

- (a) For purposes of determining the number of Class A Units outstanding on the Effective Date, that number shall conclusively be considered to be the number set forth in a certificate or letter of the registrar and transfer agent of the Partnership on that date.
- (b) For purposes of determining the number of Current Nevaro Shares outstanding on the Effective Date, that number shall conclusively be considered to be the number set forth in a certificate or letter of the registrar and transfer agent of Nevaro on that date.
- (c) For purposes of determining the number of Partnership Options outstanding on the Effective Date, that number shall conclusively be considered to be the number set forth in a certificate or letter of an officer of the General Partner on that date.

1.3 Sections and Headings

The division of this Plan of Arrangement into articles, sections, subsections and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles, sections, subsections and subparagraphs are to articles, sections, subsections and subparagraphs of this Plan of Arrangement.

1.4 Number, Gender and Persons

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, Partnerships, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 Currency

All references in this Plan of Arrangements to sums of money are expressed in lawful money of Canada.

1.6 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 shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.7 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

**ARTICLE 2
THE ARRANGEMENT**

2.1 Arrangement Agreement

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

2.2 Effect of Filing Articles of Arrangement

This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (a) the Partnership Unitholders; (b) the Current Nevaro Shareholders; (c) the Partnership; (d) the General Partner; (e) the General Partner Shareholder; (f) Nevaro; (g) Newco; (h) holders of the Partnership Options and (i) the Trustee.

The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein. If no Certificate is required to be issued by the Director pursuant to the CBCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the Director pursuant to the CBCA.

**ARTICLE 3
THE ARRANGEMENT**

3.1 Arrangement and Related Transactions

At the Effective Time, the following transactions shall occur and shall be deemed to occur in the following sequence without any further act or formality, except as otherwise expressly provided:

- (a) the LP Agreement shall be amended to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described

herein all as may be reflected in a further amended and restated LP Agreement to be dated as of the Effective Date;

- (b) the Trust Agreement shall be amended to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein all as may be reflected in a further amended and restated Trust Agreement to be dated as of the Effective Date;
- (c) the Partnership shall loan to Nevaro the Partnership Loan Amount and, in consideration therefor, Nevaro shall issue and deliver to the Partnership the Partnership Loan Promissory Note;
- (d) Nevaro shall transfer, assign and convey to Newco the Divested Assets and as consideration for the Divested Assets, Newco shall issue to Nevaro such number of fully paid Newco Shares that are equal to the number of outstanding Current Nevaro Shares as at the Effective Time and assume the Assumed Obligations all on the terms and conditions set forth in the Divestiture Agreement;
- (e) the articles of Nevaro shall be amended to change its authorized capital as follows:
 - (i) by changing the designation of the Current Nevaro Shares to "Redeemable Common Shares", having the same rights, privileges, restrictions and conditions as the Current Nevaro Shares, but with each Nevaro Redeemable Share being redeemable at the option of Nevaro in consideration for one Newco Share;
 - (ii) by the creation of a new class of common shares (the "**New CES Shares**"), being an unlimited number of shares designated as "Common Shares", having the following rights, privileges, restrictions and conditions attaching thereto:
 - (A) Dividends: The holders of the Common Shares are entitled to receive dividends, if, as and when declared by the board of directors of Nevaro, out of the assets of Nevaro properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of Nevaro entitled to receive dividends in priority to or rateably with the Common Shares, the board of directors may in its sole discretion declare dividends on the Common Shares to the exclusion of any other class of shares of Nevaro;
 - (B) Voting Rights: The holders of the Common Shares are entitled to receive notice of and to attend all annual and special meetings of

the shareholders of Nevaro, and to one vote at all such meetings in respect of each Common Share held; and

- (C) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of Nevaro or other distribution of assets of Nevaro among its shareholders for the purpose of winding-up its affairs, the holders of the Common Shares shall, subject to the rights of the holders of any other class of shares of Nevaro upon such a distribution in priority to the Common Shares, be entitled to participate rateably in any distribution of the assets of Nevaro; and
- (iii) by the creation of a new class of preferred shares, being an unlimited number of preferred shares, issuable in series, designated as "Preferred Shares", having the following rights, privileges, restrictions and conditions attaching thereto:
- (A) One or More Series - The Preferred Shares may at any time and from time to time be issued in one or more series.
 - (B) Terms of Each Series - Subject to the CBCA, the board of directors of Nevaro may fix, before the issue thereof, the number of Preferred Shares of each series, the designation, rights, privileges, restrictions and conditions attaching to the Preferred Shares of each series, including, without limitation, any voting rights, any right to receive dividends (which may be cumulative or non-cumulative and variable or fixed) or the means of determining such dividends, the dates of payment thereof, any terms and conditions of redemption or purchase, any conversion rights, and any rights on the liquidation, dissolution or winding-up of Nevaro, any sinking fund or other provisions, the whole to be subject to the issue of a certificate of amendment setting forth the designation, rights, privileges, restrictions and conditions attaching to the Preferred Shares of the series.
 - (C) Ranking of Preferred Shares - The Preferred Shares of each series shall, with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of Nevaro, whether voluntary or involuntary, rank on a parity with the Preferred Shares of every other series and be entitled to preference over the Common Shares. If any amount of cumulative dividends (whether or not declared) or declared non-cumulative dividends or any amount payable on any such distribution of assets constituting a return of capital in respect of the Preferred Shares of any series is not paid in full, the Preferred Shares of such series

shall participate rateably with the Preferred Shares of every other series in respect of all such dividends and amounts.

- (iv) by changing the province in Canada where the registered office of Nevaro is situated to the Province of Alberta;
- (f) the incumbent directors of Nevaro shall, and shall be deemed to, have resigned and be replaced, as directors, by the directors of the General Partner;
- (g) all of the Class A Units (including those held by Dissenting Partnership Unitholders) shall be, and shall be deemed to be, exchanged by the holders thereof for fully paid New CES Shares on the basis of one New CES Share for each Class A Unit;
- (h) the New CES Shares received by Dissenting Partnership Unitholders pursuant to section 3.1(f) shall be, and shall be deemed to be, cancelled and the Dissenting Partnership Unitholders shall cease to have any rights as New CES Shareholders other than the right to be paid by Nevaro, in accordance with section 4.2, an amount equal to the fair value of the Class A Units that were exchanged for their New CES Shares;
- (i) all of the General Partner Shares shall be transferred to Nevaro pursuant to and for the consideration provided in the GP Share Transfer Agreement and the Trust Agreement shall be terminated;
- (j) all of the issued and outstanding Nevaro Redeemable Shares shall be, and shall be deemed to be, redeemed by Nevaro, with payment of the aggregate redemption price therefor to be effected by Nevaro distributing all of the issued and outstanding Newco Shares to Current Nevaro Shareholders on the basis of one Newco Share for each Nevaro Redeemable Share held, whereupon all of the Nevaro Redeemable Shares shall be, and shall be deemed to be, cancelled;
- (k) the Newco Shares held by Dissenting Shareholders that were acquired pursuant to section 3.1(j) in satisfaction of the redemption of all of the Current Nevaro Shares shall be, and shall be deemed to be, cancelled and the Dissenting Shareholders shall cease to have any rights as Current Nevaro Shareholders other than the right to be paid by Newco, in accordance with section 4.1, the fair value of the Current Nevaro Shares that were redeemed in satisfaction for their Newco Shares;
- (l) the name of Nevaro shall be changed to "Canadian Energy Services & Technology Corp." and the name of Newco shall be changed to "Nevaro Capital Corporation";
- (m) the initial auditors of New Nevaro will be Deloitte & Touche LLP, who shall continue in office until the close of business of the first annual meeting of the

holders of Newco Shares, and the directors of New Nevaro are authorized to fix the remuneration of such auditors;

- (n) the auditors of New CES will be Deloitte & Touche LLP, who shall continue in office until the close of business of the next annual meeting of the holders of New CES Shares, and the directors of New CES are authorized to fix the remuneration of such auditors; and
- (o) the Partnership Option Plan and each Partnership Option outstanding as of the Effective Date shall be amended to the extent necessary to provide that each Partnership Option shall following the Effective Time be, and be deemed to be, exercisable for one New CES Share on the same basis at the same exercise price as each such Partnership Option was exercisable for a Class A Unit prior the Effective Time, and following the Effective Time there shall be deemed to be reserved and allotted a sufficient number of New CES Shares to be issued upon the due and proper exercise of such Partnership Options following the Effective Time.

3.2 Effect of Redemptions and Exchanges

- (a) As a result of the exchange of Class A Units provided in section 3.1(g):
 - (i) each Partnership Unitholder shall cease to be a holder of the Class A Units and such holder's name shall be removed from the register of holders of Class A Units as of the Effective Date;
 - (ii) Nevaro shall be added to the register of holders of Class A Units as the holder of all of the Class A Units as of the Effective Date; and
 - (iii) subject to section 4.2, each Partnership Unitholder whose Class A Units are exchanged shall become a holder of the number of New CES Shares to which such holder is entitled as a result of such exchange and such holder's name shall be added to the register of holders of New CES Shares as of the Effective Date.
- (b) As a result of the transfer of the General Partner Shares pursuant to the GP Share Transfer Agreement provided in section 3.1(i), Nevaro shall become the holder of all the General Partner Shares and Nevaro shall be added to the register of holders of General Partner Shares as of the Effective Date.
- (c) As a result of the redemption of Nevaro Redeemable Shares provided in section 3.1(j):
 - (i) each Current Nevaro Shareholder shall cease to be a holder of Nevaro Redeemable Shares and such holder's name shall be removed from the register of holders of Nevaro Redeemable Shares as of the Effective Date; and

- (ii) subject to section 4.1, each Current Nevaro Shareholder whose Nevaro Redeemable Shares are redeemed shall become a holder of the number of Newco Shares to which such holder is entitled as a result of such redemption and such holder's name shall be added to the register of holders of Newco Shares as of the Effective Date.

ARTICLE 4

RIGHTS OF DISSENT

4.1 Rights of Dissent of Current Nevaro Shareholders

Each registered Current Nevaro Shareholder shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. The Newco Shares held by a Dissenting Shareholder pursuant to section 3.1(j) that were issued upon the redemption of Nevaro Redeemable Shares shall be deemed to be cancelled and such Newco Shares shall be deemed to no longer be issued and outstanding as of the Effective Time. The Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a Newco Shareholder and shall only be entitled to be paid by Newco the fair value of the Current Nevaro Shares held by such Dissenting Shareholder immediately prior to the Effective Time. The fair value of the Current Nevaro Shares shall be determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by the holders of Current Nevaro Shares at the Meeting. Notwithstanding subsection (25) of section 190 of the CBCA, a Dissenting Shareholder shall not be entitled to withdraw the Current Nevaro Shareholder's notice of dissent in the circumstances contemplated therein. In no event shall Nevaro or Newco be required to recognize a Dissenting Shareholder as a shareholder of Nevaro or Newco after the Effective Time and the names of such holders shall be removed from the register of shareholders as at the Effective Time. Current Nevaro Shareholders who have given a demand for payment which remains outstanding as at the Effective Time in accordance with the rights of dissent in respect of this Plan of Arrangement and who are ultimately not so entitled to be paid the fair value by Newco for the Current Nevaro Shares in respect of which they dissent, shall not be, or be reinstated as, shareholders of Nevaro or Newco but for purposes of receipt of consideration shall be treated as if they had participated in this Plan of Arrangement on the same basis as a non-dissenting holder of Current Nevaro Shares and accordingly shall be entitled to receive the Newco Shares as non-dissenting holders of Current Nevaro Shares are entitled to receive on the basis set forth in Article 3 of this Plan of Arrangement.

4.2 Rights of Dissent of Partnership Unitholders

Each registered Partnership Unitholder shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. The New CES Shares held by a Dissenting Partnership Unitholder pursuant to section 3.1(g) that were acquired for Class A Units shall be deemed to be cancelled and such New CES Shares shall be deemed to no longer be issued and outstanding as of the Effective Time. The Dissenting Partnership Unitholder shall, at the Effective Time, cease to have any rights as a New CES Shareholder and shall only be entitled to be paid by New CES the fair value of the Class A Units held by such Dissenting Partnership Unitholder immediately prior to the Effective Time. The fair value of the Class A Units shall be

determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by the holders of Class A Units at the Meeting. Notwithstanding subsection (25) of section 190 of the CBCA, a Dissenting Partnership Unitholder shall not be entitled to withdraw the Unitholder's notice of dissent in the circumstances contemplated therein. In no event shall the Partnership or New CES be required to recognize a Dissenting Partnership Unitholder as a unitholder of the Partnership or a shareholder of New CES after the Effective Time and the names of such holders shall be removed from the register of unitholders and shareholders as at the Effective Time. Partnership Unitholders who have given a demand for payment which remains outstanding as at the Effective Time in accordance with the rights of dissent in respect of this Plan of Arrangement and who are ultimately not so entitled to be paid the fair value by New CES for the Class A Units in respect of which they dissent, shall not be, or be reinstated as, unitholders of the Partnership or shareholders of New CES but for purposes of receipt of consideration shall be treated as if they had participated in this Plan of Arrangement on the same basis as a non-dissenting holder of Class A Units and accordingly shall be entitled to receive the New CES Shares as non-dissenting holders of Class A Units are entitled to receive on the basis set forth in Article 3 of this Plan of Arrangement.

ARTICLE 5

OUTSTANDING CLASS A UNIT CERTIFICATES

5.1 Rights of Partnership Unitholders

From and after the Effective Time, certificates formerly representing Class A Units shall represent only the right to receive the consideration to which the former holder of such Class A Units is entitled to receive pursuant to Article 3, subject to compliance with the requirements set forth in this Article 5, or in the case of Dissenting Partnership Unitholders deemed to have participated in the Arrangement pursuant to section 4.2, to receive the fair value of the Class A Units represented by such certificates.

Holders of Class A Units shall not be entitled to any interest, dividend, premium or other payment on or with respect to the Class A Units other than the payment of the amounts, and the transfer of New CES Shares, if applicable, to which they are entitled pursuant to Article 3 of this Plan of Arrangement, other than in respect of any distribution declared and for which the record date for determination of Partnership Unitholders entitled to receive such distribution is prior to the Effective Date.

5.2 Transmittal of New CES Shares

Subject to the provisions of the CES Letter of Transmittal, New CES shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Class A Units of a validly completed and duly signed CES Letter of Transmittal and the certificates representing such Class A Units, either:

- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the CES Letter of Transmittal; or

- (b) if requested by such holder in the CES Letter of Transmittal, make available or cause to be made available at the Partnership Depositary for pickup by such holder,

certificates representing the number of New CES Shares issued to such holder under the Arrangement.

5.3 Lost Certificates

If any certificate which immediately prior to the Effective Time represented an interest in outstanding Class A Units has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Partnership Depositary will issue and deliver in exchange for such lost stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. The person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to New CES and the Partnership Depositary, which bond is in form and substance satisfactory to New CES and the Partnership Depositary, or shall otherwise indemnify New CES and the Partnership Depositary against any claim that may be made against either of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.4 Distributions and Dividends held in Trust

All dividends or other distributions, if any, made with respect to any New CES Shares allotted and issued pursuant to this Arrangement to a former registered holder of Class A Units but for which a certificate has not been issued shall be paid or delivered to the Partnership Depositary to be held by the Partnership Depositary, in trust, for such former registered holder of Class A Units. Subject to section 5.5, the Partnership Depositary shall pay and deliver to any such registered holder of Class A Units, as soon as reasonably practicable after application therefor is made by such registered holder of Class A Units to the Partnership Depositary in such form as the Partnership Depositary may reasonably require, such dividends and distributions to which such holder is entitled, net of applicable withholding and other taxes.

5.5 Failure to Deposit Class A Units

Any certificate formerly representing Class A Units that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature including the right of the holder of such securities to receive new CES Shares (and any dividend and distributions thereon). In such case, such New CES Shares (together with all dividends and distributions thereon) shall be returned to New CES and such New CES Shares shall be cancelled.

ARTICLE 6 OUTSTANDING NEVARO SHARE CERTIFICATES

6.1 Rights of Current Nevaro Shareholders

From and after the Effective Time, certificates formerly representing Current Nevaro Shares exchanged under the Arrangement shall represent only the right to receive the consideration to which the former holder of such Current Nevaro Shares is entitled to receive pursuant to Article 3, subject to compliance with the requirements set forth in this Article 6, or in the case of Dissenting Shareholders deemed to have participated in the Arrangement pursuant to section 4.1, to receive the fair value of the Current Nevaro Shares represented by such certificates.

Holders of Current Nevaro Shares shall not be entitled to any interest, dividend, premium or other payment on or with respect to the Current Nevaro Shares other than the payment of the amounts, and the transfer of Newco Shares, if applicable, to which they are entitled pursuant to Article 3 of this Plan of Arrangement.

6.2 Transmittal of Newco Shares

Subject to the provisions of the Nevaro Letter of Transmittal, New Nevaro shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Current Nevaro Shares exchanged or redeemed under the Arrangement of a validly completed and duly signed Nevaro Letter of Transmittal and the certificates representing such Current Nevaro Shares, either:

- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Nevaro Letter of Transmittal; or
- (b) if requested by such holder in the Nevaro Letter of Transmittal, make available or cause to be made available at the Nevaro Depositary for pickup by such holder,

certificates representing the number of Newco Shares issued to such holder under the Arrangement.

6.3 Lost Certificates

If any certificate which immediately prior to the Effective Time represented an interest in outstanding Current Nevaro Shares that were exchanged pursuant to Article 3 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Nevaro Depositary will issue and deliver in exchange for such lost stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. The person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Newco and the Nevaro Depositary, which bond is in form and substance satisfactory to Newco and the Nevaro Depositary, or shall otherwise indemnify Newco and the Nevaro Depositary against any claim

that may be made against either of them with respect to the certificate alleged to have been lost, stolen or destroyed.

6.4 Distributions and Dividends Held in Trust

All dividends or other distributions, if any, made with respect to any New Nevaro Shares allotted and issued pursuant to this Arrangement to a former registered holder of Current Nevaro Shares but for which a certificate has not been issued shall be paid or delivered to the Nevaro Depositary to be held by the Nevaro Depositary, in trust, for such former registered holder of Current Nevaro Shares. Subject to section 6.5, the Nevaro Depositary shall pay and deliver to any such registered holder of Current Nevaro Shares, as soon as reasonably practicable after application therefor is made by such registered holder of Current Nevaro Shares to the Nevaro Depositary in such form as the Nevaro Depositary may reasonably require, such dividends and distributions to which such holder is entitled, net of applicable withholding and other taxes.

6.5 Failure to Deposit Nevaro Shares

Any certificate formerly representing Current Nevaro Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature including the right of the holder of such securities to receive New Nevaro Shares (and any dividend and distributions thereon). In such case, such New Nevaro Shares (together with all dividends and distributions thereon) shall be returned to New Nevaro and such New Nevaro Shares shall be cancelled.

ARTICLE 7 AMENDMENTS

7.1 Amendments to Plan of Arrangement

- (a) The Partnership and Nevaro reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) filed with the Court and, if made following the Meeting, approved by the Court; and (iii) communicated to Partnership Unitholders and Current Nevaro Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Partnership and Nevaro at any time prior to or at the Meeting (provided that the other shall have consented thereto) 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 by each of the Partnership and Nevaro; and (ii) if required by the Court or applicable law, it is consented to by the Partnership Unitholders or the Current Nevaro Shareholders.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of New CES and New Nevaro, provided that it concerns a matter which, in the reasonable opinion of New CES and New Nevaro, 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 New CES, New Nevaro or any former Partnership Unitholder or Current Nevaro Shareholder.

ARTICLE 8 FURTHER ASSURANCES

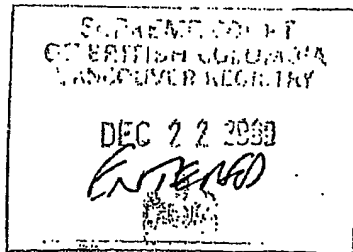
8.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement within the meaning of Section 190 of the CBCA and shall become effective without any further act or formality, each of the parties to the Arrangement Agreements 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 either of them in order further to document or evidence any of the transactions or events set out herein.

ARTICLE 9 WITHHOLDING RIGHTS

9.1 Withholding Rights

Nevaro shall be entitled to deduct and withhold from any dividend, deemed dividend or consideration otherwise payable to any Current Nevaro Shareholders such amounts as Nevaro determines, acting reasonably, are required or permitted pursuant to the Tax Act or any successor provision thereto to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986, or any provision of federal, provincial, territorial, 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 Current Nevaro Shareholder in respect of which such deduction and withholding was made; provided that, such withheld amounts are actually remitted to the appropriate governmental authority.



No. S-098679
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 192 OF THE CANADA BUSINESS
CORPORATIONS ACT, R.S.C. 1985, c. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
NEVARO CAPITAL CORPORATION and CANADIAN ENERGY SERVICES L.P.

NEVARO CAPITAL CORPORATION and
CANADIAN ENERGY SERVICES L.P.

PETITIONERS

FINAL ORDER

BEFORE THE HONOURABLE)
MR JUSTICE COLE) TUESDAY, THE 22ND DAY
)
) OF DECEMBER, 2009

UPON THE APPLICATION of the Petitioners, Nevaro Capital Corporation ("Nevaro") and Canadian Energy Services L.P. (the "Partnership"), for a final order under Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "CBCA") coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, British Columbia on the 22nd day of December, 2009; AND UPON HEARING John Fiddick, counsel for Nevaro; and ON HEARING Sean K. Boyle, counsel for the Partnership and UPON BEING ADVISED that the staff of the Director appointed under the CBCA has determined that the Director does not need to appear or be heard on the Application; AND UPON READING the Petition filed November 25, 2009; AND UPON READING the Interim Order of Master Tokarek made on November 25, 2009; AND UPON READING the Petition, the Affidavits #1 and #2 of Craig Nieboer, sworn on November 24, 2009 and December 22, 2009 (the "Nieboer Affidavits") and the Affidavits #1 and #2 of Vince Sorace sworn on November 24, 2009 and December 22, 2009 (the "Sorace Affidavits"), respectively; AND UPON IT APPEARING that notice of the time and place of Hearing of this application was given to the shareholders of Nevaro and the

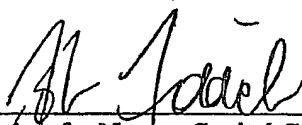
unitholders of the Partnership; AND UPON CONSIDERING the fairness to the parties affected thereby of the terms and conditions of the Plan of Arrangement, and of the transactions contemplated by the Plan of Arrangement, which is attached hereto as Schedule "A"; AND UPON being advised that the approval of the Arrangement as provided for in the Plan of Arrangement by the Court will constitute the basis for a claim to an exemption from the registration requirements under the *United States Securities Act* of 1933, as amended, with respect to securities issued under the Arrangement;

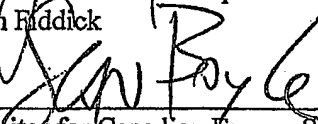
1. THIS COURT ORDERS AND DECLARES pursuant to the provisions of Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 that the Arrangement as provided for in the Plan of Arrangement attached hereto as Schedule "A", including the terms and conditions thereof and issuance and exchange of securities contemplated therein is fair and reasonable.
2. THIS COURT FURTHER ORDERS that the Arrangement as provided for in the Plan of Arrangement be and hereby is approved pursuant to the provisions of Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44.
3. THIS COURT FURTHER ORDERS that the Petitioners shall be entitled at any time to seek leave to vary this Order, to seek the advice and direction of this Court as to the implementation of this Order or to apply for such further Order or Orders as may be appropriate.

BY THE COURT

DEPUTY DISTRICT REGISTRAR

APPROVED AS TO FORM


Solicitor for Nevaro Capital Corporation
John Fiddick


Solicitor for Canadian Energy Services L.P.
Sean Boyle



**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de modification**

**Loi canadienne sur
les sociétés par actions**

Nevaro Capital Corporation

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the
above-named corporation were amended:

Je certifie que les statuts de la société
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- ☐ a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- ☐ b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- ☒ c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- ☐ d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Richard G. Shaw
Director - Directeur

July 23, 2009 / le 23 juillet 2009

Date of Amendment - Date de modification



Industry Canada Industrie Canada

Canada Business Loi canadienne sur les
Corporations Act sociétés par actions

ELECTRONIC TRANSACTION
REPORT

RAPPORT DE LA TRANSACTION
ÉLECTRONIQUE

ARTICLES OF AMENDMENT CLAUSES MODIFICATRICES
(SECTIONS 27 OR 177) (ARTICLES 27 OU 177)

Processing Type - Mode de traitement: E-Commerce/Commerce-É

1.	Name of Corporation - Dénomination de la société VRB Power Systems Inc.	2.	Corporation No. - N° de la société 211800-9
----	--	----	--

3.	<p>The articles of the above-named corporation are amended as follows: Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante:</p> <p>The corporation changes its name to: Nevaro Capital Corporation</p>
----	--

Date	Name - Nom	Signature	Capacity of - en qualité
2009-07-23	VINCE SORACE		AUTHORIZED OFFICER



Industry Canada

Industrie Canada

Certificate
of Amendment

Canada Business
Corporations Act

Certificat
de modification

Loi canadienne sur
les sociétés par actions

VRB Power Systems Inc.

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the
above-named corporation were amended:

Je certifie que les statuts de la société
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- ☐ a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- ☐ b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- ☒ c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- ☐ d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

January 17, 2003 / le 17 janvier 2003

Date of Amendment - Date de modification

Canada



Industry Canada Industrie Canada

Canada Business
Corporations Act

Loi canadienne sur les
sociétés par actions

ELECTRONIC TRANSACTION
REPORT

RAPPORT DE LA TRANSACTION
ÉLECTRONIQUE

ARTICLES OF AMENDMENT
(SECTIONS 27 OR 177)

CLAUSES MODIFICATRICES
(ARTICLES 27 OU 177)

Processing Type - Mode de traitement: E-Commerce/Commerce-É

1.	Name of Corporation - Dénomination de la société Vanteck (VRB) Technology Corp.	2.	Corporation No. - N° de la société 211800-9
----	--	----	--

3. The articles of the above-named corporation are amended as follows:
Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante:

The name of the Corporation be changed from Vanteck (VRB) Technology Corp. to "VRB Power Systems Inc."

Date	Name - Nom	Signature	Capacity of - en qualité
2003-01-17	GAVIN COOPER		AUTHORIZED OFFICER

Page 1 of 1

Canada



Industry Canada

Industrie Canada

**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de Modification**

**Loi canadienne sur
les sociétés par actions**

Vanteck (VRB) Technology Corp.

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

**I hereby certify that the articles of the
above-named corporation were amended:**

**Je certifie que les statuts de la société
susmentionnée ont été modifiés:**

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- ☐ a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- ☐ b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- ☒ c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- ☐ d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

May 1, 2000 / le 1 mai 2000

Date of Amendment - Date de modification

Canada

FORM 4

CANADA BUSINESS
CORPORATIONS ACTARTICLES OF AMENDMENT
(Section 27 or 177)

1. NAME OF CORPORATION	2. CORPORATION NUMBER
NEW VENORO GOLD CORP.	211800-9

3. THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

To change the name of the Corporation from "New Venoro Gold Corp."
to "Vantech (VRB) Technology Corp."

DATE	SIGNATURE	DESCRIPTION OF OFFICE
May 1, 2000	<i>Reynold Simon</i>	<i>President/Director -</i>
		FOR DEPARTMENTAL USE ONLY FILED MAY 11 2000



Industry Canada

Industrie Canada

**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de Modification**

**Loi canadienne sur
les sociétés par actions**

NEW VENORO GOLD CORP.

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the
above-named corporation were amended:

Je certifie que les statuts de la société
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;



- a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

January 20, 2000 / le 20 janvier 2000

Date of Amendment - Date de modification

Canada

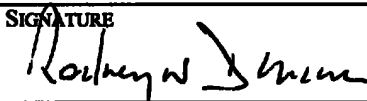
FORM 4
ARTICLES OF AMENDMENT
(Section 27 or 177)

1. NAME OF CORPORATION NEW VENORO GOLD CORP.	2. CORPORATION NUMBER 211800-9
---	---

3. THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

- a) to change the designation of the existing Class "A" voting shares without nominal or par value to Common Shares without par value;
- b) to authorize the Corporation to issue an unlimited number of common shares without par value;
- c) to remove any reference to the share capital of the Corporation as being Class "A" voting shares without nominal or par value or Class "B" non-voting shares; and
- d) to rescind the authority to issue Class "B" non-voting shares.

Registered office location should read Vancouver, British Columbia

DATE 10 - 01 - 2000	SIGNATURE 	DESCRIPTION OF OFFICE PRESIDENT & DIRECTOR
		FOR DEPARTMENTAL USE ONLY FILED JAN 28 2000



Industry Canada

Industrie Canada

**Restated Certificate
of Incorporation**

**Canada Business
Corporations Act**

**Certificat
de constitution à jour**

**Loi canadienne sur
les sociétés par actions**

NEW VENORO GOLD CORP.

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of incorporation of the above-named corporation were restated under section 180 of the *Canada Business Corporations Act* as set out in the attached restated articles of incorporation.

Je certifie que les statuts constitutifs de la société susmentionnée ont été mis à jour en vertu de l'article 180 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les statuts mis à jour ci-joints.

Director - Directeur

January 20, 2000 / le 20 janvier 2000

**Effective Date of Restatement -
Date d'entrée en vigueur de la mise à jour**

Canada

FORM 7
RESTATED ARTICLES OF INCORPORATION
(Section 180)

1. NAME OF CORPORATION

NEW VENORO GOLD CORP.

CORPORATION NUMBER

211800-9

2. THE PLACE IN CANADA WHERE THE REGISTERED OFFICE IS SITUATED

Vancouver, British Columbia

3. THE CLASSES OF ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

See attached Schedule I

4. RESTRICTIONS, IF ANY ON SHARE TRANSFERS

None

5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS

Minimum 3 – Maximum 10

6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON

None

7. OTHER PROVISIONS, IF ANY

None

THE FOREGOING RESTATED ARTICLES OF INCORPORATION CORRECTLY SET
OUT, WITHOUT SUBSTANTIVE CHANGE, THE CORRESPONDING PROVISIONS
OF THE ARTICLES OF INCORPORATION AS AMENDED AND SUPERSEDE THE
ORIGINAL ARTICLES OF INCORPORATION

SIGNATURE

Robert W. Shum

DATE

D

M

Y

10

01

2000

FOR DEPARTMENTAL USE ONLY

TITLE:

PRESIDENT & DIRECTOR

FILED:

JAN 28 2000

SCHEDULE I

The classes and maximum number of shares that the Corporation is authorized to issue are:

- 1. An unlimited number of Common shares without par value, the holders of which are entitled:**
 - (a) to receive notice of and to attend and vote at all meetings of shareholders of the Corporation and each share shall confer the right to one vote in person or by proxy at all meetings of shareholders of the Corporation;**
 - (b) to receive any dividend declared by the Corporation; and**
 - (c) to receive any remaining property of the Corporation upon dissolution.**
-



**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de modification**

**Loi canadienne sur
les sociétés par actions**

NEW VERONO GOLD CORP.

211800-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended

Je certifie que les statuts de la société susmentionnée ont été modifiés :

(a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;

☐

a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;

(b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;

☐

b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

(c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;

☒

c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

(d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization.

☐

d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes.

Director - Directeur

December 3, 1997/le 3 décembre 1997

Date of Amendment - Date de modification

1 — Name of Corporation — Dénomination de la société

VENORO GOLD CORP.

2 — Corporation No. N° de la société

211800-9

3 — The articles of the above-named corporation are amended as follows:

Les statuts de la société ci-haut mentionnée sont modifiés de la façon suivante:

BE IT RESOLVED THAT:

1. The articles of the Corporation be and they are hereby amended to change the name of the Corporation to New Venoro Gold Corp.
2. The Company's authorized share capital be consolidated on a eight (8) for one (1) basis.
3. The director of the Corporation be and he is hereby authorized and directed to sign all documents and to do all things necessary or desirable to effect such amendment including the delivery to the Minister of Industry of Articles of Amendment for such purpose.

Date

02/12/97

Signature

[Handwritten Signature]

Description of Office — Description du poste

PRESIDENT, DIRECTOR

CCA 1387 (02-89) 46

FOR DEPARTMENTAL USE ONLY — À L'USAGE DU MINISTÈRE SEULEMENT
Filed — Déposée

DEC 10 1997



Certificate
of Amendment

Canada Business
Corporations Act

Certificat
de modification

Loi régissant les sociétés
par actions de régime fédéral

Venoro Gold Corp.

211800-9

Name of corporation - Dénomination de la société

Corporation number - Numéro de la société

I hereby certify that the
articles of the above-named
corporation were amended

Je certifie que les statuts
de la société susmentionnée
ont été modifiés:

(a) under section 13 of the
*Canada Business Corporations
Act* in accordance with the
attached notice;



a) en vertu de l'article 13 de la
*Loi régissant les sociétés par
actions de régime fédéral*,
conformément à l'avis ci-joint;

(b) under section 27 of the
*Canada Business Corporations
Act* as set out in the attached
articles of amendment
designating a series of shares;



b) en vertu de l'article 27 de la
*Loi régissant les sociétés par actions
de régime fédéral*, tel qu'il est indiqué
dans les clauses modificatrices ci-
jointes désignant une série d'actions;

(c) under section 179 of the
*Canada Business Corporations
Act* as set out in the attached
articles of amendment;



c) en vertu de l'article 179 de la
*Loi régissant les sociétés par actions
de régime fédéral*, tel qu'il est indiqué
dans les clauses modificatrices
ci-jointes;

(d) under section 191 of the
*Canada Business Corporations
Act* as set out in the attached
articles of reorganization;



d) en vertu de l'article 191 de la
*Loi régissant les sociétés par actions
de régime fédéral*, tel qu'il est indiqué
dans les clauses de réorganisation
ci-jointes;

(e) under Section 192 of the
*Canada Business Corporations
Act* as set out in the attached
articles of arrangement.



e) en vertu de l'article 192 de la
*Loi régissant les sociétés par actions
de régime fédéral*, tel qu'il est indiqué
dans les clauses d'arrangement
ci-jointes.

August 27, 1993/le 27 août 1993

Director - Directeur

Date of Amendment - Date de modification

1 — Name of Corporation — Dénomination de la société

SENN D'OR INC.

2 — Corporation No. N° de la société

211800-9

3 — The articles of the above-named corporation are amended as follows:

Les statuts de la société ci-haut mentionnée sont modifiés de la
façon suivante:

1. The articles of the Corporation are hereby amended to change the name of the Corporation to Venoro Gold Corp.
2. The articles of the Corporation are hereby amended to divide the 2,770,461 issued Class "A" shares of the Corporation . . without par value into 8,311,383 issued Class "A" shares without par value, on the basis of each previously issued Class "A" share of the Corporation being divided into three new Class "A" shares.

Date
August 5, 1993

Signature



Description of Office — Description du poste

Director



Certificate of Amendment

Canada Business
Corporations Act

Certificat de modification

Loi régissant les sociétés
par actions de régime fédéral

Senn D'Or Inc.

211800-9

Name of Corporation - Dénomination de la société

Number - Numéro

I hereby certify that the
Articles of the above-mentioned
Corporation were amended

(a) under Section 13 of the
Canada Business Corporations
Act in accordance with the
attached notice;

(b) under Section 27 of the
Canada Business Corporations
Act as set out in the attached
Articles of Amendment
designating a series of shares;

(c) under Section 177 of the
Canada Business Corporations
Act as set out in the attached
Articles of Amendment;

(d) under Section 191 of the
Canada Business Corporations
Act as set out in the attached
Articles of Reorganization;

(e) under Section 192 of the
Canada Business Corporations
Act as set out in the attached
Articles of Arrangement.

Je certifie par les présentes que
les statuts de la société
mentionnée ci-haut ont été modifiés

(a) en vertu de l'article 13 de la
Loi régissant les sociétés par
actions de régime fédéral
conformément à l'avis ci-joint;

(b) en vertu de l'article 27 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses modificatrices ci-jointes
désignant une série d'actions;

(c) en vertu de l'article 177 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses modificatrices ci-jointes;

(d) en vertu de l'article 191 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué
dans les clauses de réorganisation
ci-jointes;

(e) en vertu de l'article 192 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses d'arrangement ci-jointes.

Le directeur

Director

September 14, 1992/le 14 septembre 1992

Date of Amendment - Date de la modification

Canada



Corporations and
Companies Affairs Canada
Canada Business
Corporations Act

Consommation
et Corporations Canada
Loi sur les sociétés
commerciales canadiennes

FORM 4
ARTICLES OF AMENDMENT
(SECTION 27 OR 171)

FORMULE 4
CLAUSES MODIFICATRICES
(ARTICLE 27 OU 171)

1 - Name of Corporation — Dénomination de la société

Senn D'Or Inc.

2 - Corporation No. — N° de la société

211800-9

3 - The articles of the above-named corporation are amended
as follows:

Les statuts de la société ci-haut mentionnée sont modifiés de la
façon suivante:

The capitalization of the Corporation is amended to authorize the issuance of ten million (10,000,000) 8% Non-Cumulative, Redeemable, Non-Voting Class B shares with a stated capital value of \$0.001 per share.

The rights and limitations of the Class B shares of the Corporation are more fully described as follows:

The holders of Class B shares of the Corporation shall:

- (a) be entitled to a fixed, non-cumulative preferential dividend (payable yearly) at the rate of 8% per annum of the amount paid for such shares;
- (b) be entitled, upon the liquidation or winding-up of the Corporation, to repayment of the amount paid for such shares (plus any declared and unpaid dividends) in priority to the Class A shares, but they shall not confer a right to any further participation in profit or assets; and
- (c) not be entitled to vote at meetings of the shareholders of the Corporation, except as otherwise specifically provided in the Canada Business Corporations Act.

The said Class B shares or any part thereof shall be redeemable at the option of the Corporation without the consent of the holders thereof at a minimum price of \$0.001 per share plus any declared and unpaid dividends.

Date August 27, 1992	Signature <i>John E. Brown</i>	Description of Office — Description du poste Director SEP 16 1992
FOR DEPARTMENTAL USE ONLY — À L'USAGE DU MINISTÈRE SEULEMENT Filed — Déposée		



Consumer and
Corporate Affairs Canada

Consommation
et Corporations Canada

Certificate of Incorporation

Canada Business
Corporations Act

Certificat de constitution

Loi sur les sociétés
commerciales canadiennes

Senn D'Or Inc.

Name of Corporation — Denomination de la société

211800-9

Number — Numéro

I hereby certify that the above-mentioned Corporation, the Articles of Incorporation of which are attached, was incorporated under the Canada Business Corporations Act.

Je certifie par les présentes que la société mentionnée ci-haut, dont les statuts constitutifs sont joints, a été constituée en société en vertu de la Loi sur les sociétés commerciales canadiennes.

Le Directeur

Director

November 13, 1986
le 13 novembre 1986

Date of Incorporation — Date de constitution

Canada

CANADA BUSINESS
CORPORATIONS ACT

FORM 1

ARTICLES OF INCORPORATION
(SECTION 6)LOI SUR LES SOCIÉTÉS
COMMERCIALES CANADIENNES

FORMULE 1

STATUTS CONSTITUTIFS
(ARTICLE 6)

1. NAME OF CORPORATION

1. NOM DE LA SOCIÉTÉ

Senn D'Cr Inc.

☐ LIMITED ☐ LTD ☐ INCORPORATED ☒ INC.☐ LIMITÉE ☐ LTÉE ☐ INCORPORÉE ☐ INC. ☐ S.C.C.1A. NAME RESERVATION NUMBER AS OBTAINED FROM
CORPORATION RESEARCH & ANALYSIS CENTER1A. NUMÉRO DE RÉSERVATION DE NOM DU CENTRE DE
RECHERCHES & D'ANALYSES SUR LES CORPORATIONS

CRAC: -

CRAC: -

2. REGISTERED OFFICE IN CANADA

1080 Beaver Hall Hill

SIÈGE SOCIAL AU CANADA

CITY:

Montreal

VILLE:

PROVINCE:

Quebec

PROVINCE:

3. SHARE STRUCTURE:

3. STRUCTURE DU CAPITAL:

See Schedule I

4. RESTRICTIONS ON SHARE TRANSFERS

4. RESTRICTIONS SUR LE TRANSFERT DES ACTIONS

N/A

5. DIRECTORS

5. ADMINISTRATEURS

MIN:

3

MAX:

10

MIN:

MAX:

6. RESTRICTIONS ON BUSINESS THE CORPORATION
MAY CARRY ON6. RESTRICTIONS IMPOSÉES QUANT AUX ENTREPRISES
QUE LA SOCIÉTÉ PEUT EXPLOITER

N/A

7. OTHER PROVISIONS

7. AUTRES DISPOSITIONS

N/A

8. INCORPORATORS

8. FONDATEURS

(NAMES - NOMS)	(ADDRESS - ADRESSE)	POSTAL CODE POSTAL	SIGNATURE
Arthur J. Curwood	39 Barat, Westmount, P.Q.	H3V 2H8	

FOR DEPARTMENTAL USE ONLY

À L'USAGE DU MINISTÈRE SEULEMENT

CORPORATION

N°:

211300-9

FILED ON:
DÉPOSÉE LE:

13/11/86

CRAC

SCHEDULE I

The classes and maximum number of shares that the Corporation is authorized to issue are:

1. An unlimited number of Class A shares, without nominal or par value, the holders of which are entitled:
 - (a) to receive notice of and to attend and vote at all meetings of shareholders of the Corporation and each share shall confer the right to one vote in person or by proxy at all meetings of shareholders of the Corporation;
 - (b) to receive any dividend declared by the Corporation; and
 - (c) to receive any remaining property of the Corporation upon dissolution.