

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	MERGER																
EFFECTIVE DATE:	06/15/2010																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Allied Motion Technologies Canada Inc.</td> <td>06/15/2010</td> </tr> <tr> <td>Agile Systems Inc.</td> <td>06/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	Allied Motion Technologies Canada Inc.	06/15/2010	Agile Systems Inc.	06/15/2010										
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<table border="1"> <tr> <td>Name:</td> <td>Allied Motion Canada Inc.</td> </tr> <tr> <td>Street Address:</td> <td>130 King Street West</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1600</td> </tr> <tr> <td>City:</td> <td>Toronto, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M5X 1J5</td> </tr> </table>		Name:	Allied Motion Canada Inc.	Street Address:	130 King Street West	Internal Address:	Suite 1600	City:	Toronto, Ontario	State/Country:	CANADA	Postal Code:	M5X 1J5				
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CORRESPONDENCE DATA																	
Fax Number:	4168680673																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
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ATTORNEY DOCKET NUMBER: 194713-367948

NAME OF SUBMITTER: Bethanne Bell

Signature: /Bethanne Bell/

Date: 06/11/2013

Total Attachments: 22

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

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.
Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

or
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.
Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

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

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

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>		
		Year <i>année</i>	Month <i>mois</i>	Day <i>jour</i>
Allied Motion Technologies Canada Inc.	002238263	2010	06	04
Agile Systems Inc.	001054531	2010	06	15

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

None.

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

- a) An unlimited number of shares designated as Common shares; and
- b) An unlimited number of shares designated as Class A Redeemable Preferred shares.

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

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

Class A Redeemable Preferred Shares

1. Redemption

Subject to the requirements of the Business Corporations Act (Ontario) (the "OBCA"), the Corporation shall, as of 5:00 p.m. (Toronto time) on the first business day following the amalgamation forming the Corporation and at the instance and in the discretion of the Corporation from time to time thereafter (the "Time of Redemption"), redeem all of the Class A Redeemable Preferred Shares in accordance with the following provisions of this section 1. Except as hereinafter provided or as otherwise determined by the Corporation, no notice of redemption or other act or formality on the part of the Corporation shall be required to call the Class A Redeemable Preferred Shares for redemption.

Class A Redeemable Preferred Shares, other than those redeemed as of 5:00 p.m. (Toronto time) on the first business day following the amalgamation forming the Corporation, may be redeemed at any time and from time to time by one or more resolutions (a "Redemption Resolution") of the board of directors of the Corporation, whether made before or after the issuance or creation of the Class A Redeemable Preferred Shares to be redeemed, stating that the Class A Redeemable Preferred Shares set out in the Redemption Resolution shall be redeemed, and shall be deemed to have been redeemed for the Redemption Amount (as defined below) in the manner and at the time specified herein and in the Redemption Resolution.

From and after the Time of Redemption, (i) the Corporation shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class A Redeemable Preferred Shares, by way of cheque, on presentation and surrender at the principal office of the Corporation in the City of Toronto, Province of Ontario, of the certificate representing the shares in the share capital of the Corporation's predecessor, Agile Systems Inc., which were converted into Class A Redeemable Preferred Shares upon the amalgamation or such other documents as the Corporation may, in its discretion, consider acceptable, an amount equal to \$0.001 cash (the "Redemption Amount") in respect of each Class A Redeemable Preferred Share to be redeemed, and (ii) the former holders of Class A Redeemable Preferred Shares shall not be entitled to exercise any of the rights of shareholders in respect thereof except to receive the Redemption Amount therefor, provided that if satisfaction of the Redemption Amount for any Class A Redeemable Preferred Share is not duly made by or on behalf of the Corporation in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances will interest on the Redemption Amount be paid by the Corporation whether as a result of any delay in paying the Redemption Amount or otherwise.

Continued on page 4(a)

The Corporation may at any time after the Time of Redemption deposit the aggregate Redemption Amount of the Class A Redeemable Preferred Shares, or of such of the said Class A Redeemable Preferred Shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to an account in any chartered bank in Canada, to be paid without interest to or to the order of the respective holders of such Class A Redeemable Preferred Shares upon presentation and surrender of the said certificates held by them or other documents respectively as specified above. From the Time of Redemption, each Class A Redeemable Preferred Share in respect of which deposit of the Redemption Amount is made shall be deemed to be redeemed and cancelled, the Corporation shall be fully and completely discharged from its obligations with respect to the payment of the Redemption Amount to such holders of Class A Redeemable Preferred Shares, and the rights of such holders shall be limited to receiving the Redemption Amount payable to them on presentation and surrender of the said certificates held by them or other documents respectively as specified above. Subject to the requirements of applicable law with respect to unclaimed property, if the Redemption Amount has not been claimed in accordance with the provisions hereof within six years of the Time of Redemption, the Redemption Amount shall be forfeited to the Corporation.

2. Priority

The Common Shares shall rank junior to the Class A Redeemable Preferred Shares and shall be subject in all respects to the rights, privileges, restrictions and conditions attaching to the Class A Redeemable Preferred Shares.

3. Dividends

The holders of the Class A Redeemable Preferred Shares shall not be entitled to receive any dividends thereon.

4. Voting Rights

Except as otherwise provided in the OBCA, the holders of the Class A Redeemable Preferred Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

5. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to the extinguishment of the rights of holders of Class A Redeemable Preferred Shares upon satisfaction of the Redemption Amount in respect of each Class A Redeemable Preferred Share, the holders of Class A Redeemable Preferred Shares shall be entitled to receive and the Corporation shall pay to such holders, before any amount shall be paid or any property or assets of the Corporation shall be distributed to the holders of Common Shares or any other class of shares ranking junior to the Class A Redeemable Preferred Shares as

to such entitlement, an amount equal to the Redemption Amount for each Class A Redeemable Preferred Share held by them respectively and no more. After payment to the holders of the Class A Redeemable Preferred Shares of the amounts so payable to them as hereinbefore provided, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

Common Shares

1. Dividends

The holders of the Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly available for the payment of dividends of such amounts and payable in such manner as the board of directors may from time to time determine.

2. Voting Rights

The holders of the Common Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation and shall be entitled to one vote in respect of each Common Share held at such meetings, except a meeting of holders of a particular class or series of shares other than the Common Shares who are entitled to vote separately as a class or series at such meeting.

3. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the property or assets of the Corporation 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 the Corporation entitled to receive the property or assets of the Corporation upon such distribution in priority to or ratably with the holders of the Common Shares, be entitled to receive the remaining property and assets of the Corporation.

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

(a) No securities of the Corporation, other than non-convertible debt securities, shall be transferred without the express consent of a majority of the Board of Directors of the Corporation, such consent to be signified either by a resolution passed by the Board or by a consent in writing signed by a majority of the members of the Board.

(b) The number of security holders that beneficially own, directly or indirectly, securities of the Corporation, other than non-convertible debt securities, is limited to 50, not including employees or former employees of the Corporation or its affiliates, provided that each person is counted as one beneficial owner unless the person is created or used solely to purchase or hold securities of the Corporation in which case each beneficial owner or each beneficiary of the person, as the case may be, must be counted as a separate beneficial owner.

(c) The securities of the Corporation, other than non-convertible debt securities, may be distributed only to persons described in Section 2.4 of National Instrument 45-106 – Prospectus and Registration Exemptions, as promulgated by the Canadian Securities Administrators, as the same may be amended, replaced or substituted for from time to time.

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

None.


11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.


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

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

Allied Motion Technologies Canada Inc.

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
	Richard D. Smith	President
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Agile Systems Inc.

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
	Richard D. Smith	Director
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

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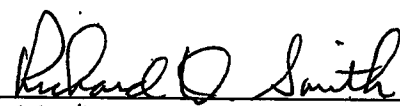
SCHEDULE "A"

**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)**

I, Richard D. Smith, of the City of Englewood, in the State of Colorado in the United States of America, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*.
2. I am the President of Allied Motion Technologies Canada Inc., one of the amalgamating corporations (hereinafter called the "Corporation"), and as such have knowledge of its affairs.
3. I have conducted such examination of the books and records of the Corporation as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that:
 - (i) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - (ii) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the amalgamation.

DATED this 15 day of June, 2010.


Richard D. Smith

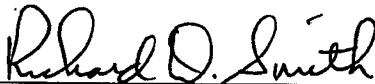
SCHEDULE "A"

**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)**

I, Richard D. Smith, of the City of Englewood, in the State of Colorado in the United States of America, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*.
2. I am a Director of Agile Systems Inc., one of the amalgamating corporations (hereinafter called the "Corporation"), and as such have knowledge of its affairs.
3. I have conducted such examination of the books and records of the Corporation as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that:
 - (i) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - (ii) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the amalgamation.

DATED this 15 day of June, 2010.


Richard D. Smith

SCHEDULE "B"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated as of the 4th day of June, 2010.

AMONG:

ALLIED MOTION TECHNOLOGIES CANADA INC.
a corporation governed by the laws of the Province of Ontario ("**Allied Canada**")

-and-

AGILE SYSTEMS INC.
a corporation governed by the laws of the Province of Ontario ("**Agile**")

RECITALS:

- A. Allied Canada and Agile have agreed to amalgamate pursuant to the *Business Corporations Act* (Ontario) and upon the terms and conditions set forth herein;
- B. the authorized share capital of Allied Canada consists of an unlimited number of common shares of which 10,000 common shares are issued and outstanding as of the date hereof;
- C. the authorized share capital of Agile consists of an unlimited number of common shares, an unlimited number of Class A Non-Voting Common Shares, an unlimited number of Class A-1 Voting Convertible Preferred Shares, an unlimited number of Class A-2 Non-Voting Convertible Preferred Shares, an unlimited number of Class B-1 Voting Convertible Preferred Shares and an unlimited number of Class C Voting Convertible Preferred Shares, of which 1,340,997 common shares, 1,456,016 Class A Non-Voting Common Shares, 3,748,333 Class A-1 Voting Convertible Preferred Shares, 751,667 Class A-2 Non-Voting Convertible Preferred Shares, 228,008 Class B-1 Voting Convertible Preferred Shares and 2,959,017 Class C Voting Convertible Preferred Shares are issued and outstanding as of the date hereof;
- D. Allied Canada owns 1,340,099 common shares, 1,456,016 Class A Non-Voting Common Shares, 3,748,333 Class A-1 Voting Convertible Preferred Shares, 751,667 Class A-2 Non-Voting Convertible Preferred Shares, 228,008 Class B-1 Voting Convertible Preferred Shares and 2,959,017 Class C Voting Convertible Preferred Shares of Agile, representing approximately 99.93% of the issued and outstanding common shares, 100% of the Class A Non-Voting Common Shares, 100% of the Class A-1 Voting Convertible Preferred Shares, 100% of the Class A-2 Non-Voting Convertible Preferred Shares, 100% of the Class B-1 Voting Convertible Preferred Shares and 100% of the Class C Voting Convertible Preferred Shares of Agile;
- E. Allied Canada and Agile have each made disclosure to the other of their respective assets and liabilities; and
- F. it is desirable that this amalgamation be effected.

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

1. **Interpretation**

In this Agreement:

"**Agile Shares**" means the issued and outstanding shares of all classes in the share capital of Agile;

"**Allied Canada Shares**" means the issued and outstanding common shares in the share capital of Allied Canada;

"**Agreement**" means this amalgamation agreement, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this amalgamation agreement;

"**Amalco**" means the corporation continuing as a result of the Amalgamation;

"**Amalco Common Shares**" means the common shares in the share capital of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule A hereto, which forms an integral part hereof;

"**Amalco Redeemable Preferred Shares**" means the class A redeemable preferred shares in the share capital of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule A hereto, which forms an integral part hereof;

"**Amalgamating Corporations**" means Allied Canada and Agile;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario;

"**Consideration**" means \$0.001 in cash per share, payable on the redemption of the Amalco Redeemable Preferred Shares to be issued by Amalco to Shareholders (other than Dissenting Shareholders and Allied Canada) in connection with the Amalgamation, as more fully described in this Agreement, provided that the minimum amount that Amalco will pay to a holder of Amalco Redeemable Preferred Shares will be \$100 in the aggregate;

"**Dissenting Shareholder**" means a registered Shareholder who, in connection with the Meeting, has exercised the right to dissent pursuant to section 185 of the OBCA in compliance with the provisions thereof who has not withdrawn the notice of the exercise of such rights and in respect of which Agile has not rescinded the resolution to approve this Agreement and the Amalgamation;

"Dollars" or **"\$"** means the lawful currency of Canada;

"Effective Date" means the date shown on the certificate of amalgamation to be issued in respect of the Amalgamation;

"Fair Value", where used in relation to an Agile Share held by a Dissenting Shareholder, means fair value as determined by the Court under section 185 of the OBCA or as agreed between Amalco and the Dissenting Shareholder;

"Meeting" means the special meeting (and any adjournments thereof) of Shareholders to be held to consider the approval of the special resolution to approve this Agreement and the Amalgamation;

"OBCA" means the *Business Corporations Act* (Ontario);

"Redemption Date" means the first Business Day following the Effective Date; and

"Shareholder" means a holder of Agile Shares.

Words and phrases used but not defined in this Agreement and defined in the OBCA shall have the same meaning in this Agreement as in the OBCA unless the context or subject matter otherwise requires.

2. Agreement to Amalgamate

The Amalgamating Corporations hereby agree to amalgamate and to continue as one corporation under the provisions of the OBCA as of the Effective Date, on the terms and conditions set out in this Agreement.

3. Name

The name of Amalco shall be: "Allied Motion Canada Inc.".

4. Registered Office

The registered office of Amalco shall be located in the City of Toronto, in the Province of Ontario at 130 King Street West, Suite 1600, Toronto, Ontario M5X 1J5.

5. Authorized Share Capital

The authorized share capital of Amalco shall consist of an unlimited number of Amalco Common Shares and an unlimited number of Amalco Redeemable Preferred Shares. The rights, privileges, restrictions and conditions attaching to each class of shares of Amalco shall be as described in Schedule A hereto, which forms an integral part hereof.

6. Number of Directors

The board of directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one (1) and a maximum number of ten (10) directors.

7. **Initial Directors**

The first directors of Amalco shall be the persons whose names and addresses appear below:

NAME	ADDRESS	CANADIAN RESIDENT
Richard D. Smith	23 Inverness Way East, Suite 150 Englewood, Colorado 80112	No
Richard S. Warzala	23 Inverness Way East Suite 150 Englewood, Colorado 80112	No
Ryan Filson	130 King Street West Suite 1600 Toronto, Ontario M5X 1J5	Yes

Such directors shall hold office until the next annual meeting of shareholders of Amalco or until their successors are elected or appointed.

8. **By-Laws**

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Allied Canada.

9. **Treatment of Share Capital**

On the Effective Date:

- (a) each issued and outstanding Agile Share shall be converted into one Amalco Redeemable Preferred Share, other than those Agile Shares held by Dissenting Shareholders and those Agile Shares held by Allied Canada;
- (b) each issued and outstanding Agile Share held by Allied Canada shall be cancelled without any repayment of capital in respect thereof;
- (c) each issued and outstanding Allied Canada Share shall be converted into one Amalco Common Share; and
- (d) each Dissenting Shareholder shall cease to have any rights as a Shareholder other than the right to be paid the Fair Value in respect of Agile Shares held by such Dissenting Shareholder in accordance with the provisions of the OBCA.

On the Effective Date, each unissued Agile Share which is subject to any option or warrant shall be converted into one Amalco Redeemable Preferred Share.

10. Stated Capital Accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate stated capital accounts in the records of Amalco shall be the aggregate of the paid-up capital (as defined in the *Income Tax Act* (Canada)) of the Amalgamating Corporations less the amount of paid-up capital (as so defined) of the Agile Shares held by Allied Canada cancelled on the Amalgamation, and shall be allocated to the stated capital account for the Amalco Redeemable Preferred Shares and the Amalco Common Shares as follows:

- (a) for the Amalco Common Shares, an amount equal to the aggregate paid-up capital (as so defined) of the Allied Canada Shares immediately prior to the Amalgamation; and
- (b) for the Amalco Redeemable Preferred Shares, the balance of such aggregate paid-up capital (as so defined).

The amount of stated capital attributable to the Amalco Redeemable Preferred Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

11. Share Certificates

No certificates shall be issued in respect of the Amalco Redeemable Preferred Shares issued pursuant to the Amalgamation and such shares shall be evidenced by the certificates representing Agile Shares (other than certificates representing Agile Shares held by Dissenting Shareholders and Allied Canada).

On the Effective Date, share certificates evidencing Agile Shares and Allied Canada Shares shall cease to represent any claim upon or interest in Agile or Allied Canada, as the case may be, other than the right of the holder to receive that which is provided for in sections 9 and 14 hereof.

12. General Conditions Precedent

The respective obligations of the Amalgamating Corporations to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of Amalgamating Corporations without prejudice to their right to rely on the other condition:

- (a) this Agreement and the transactions contemplated hereby, including in particular the Amalgamation, shall have been approved by the shareholders of each of the Amalgamating Corporations in accordance with the provisions of the OBCA and any other applicable regulatory requirements;
- (b) all necessary governmental or regulatory approvals, orders, rulings, exemptions and consents in respect of the Amalgamation shall have been obtained on terms

satisfactory to the Amalgamating Corporations or any applicable governmental or regulatory waiting period shall have expired or been terminated; and

- (c) Allied Canada and Agile shall be satisfied that there are reasonable grounds for believing that at the Redemption Date and after payment of the consideration on redemption of the Amalco Redeemable Preferred Shares (i) Amalco will be able to pay its liabilities as they become due, and (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities.

13. Termination

This Agreement may, prior to the issuance of a certificate of amalgamation, be terminated by the board of directors of Agile or Allied Canada notwithstanding the approval thereof by the shareholders of Agile and Allied Canada.

14. Dissenting Shareholders

Agile Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Redeemable Preferred Shares and shall not be redeemed for the Consideration. However, in the event that a Shareholder's rights as a shareholder of Agile have been reinstated as a result of a failure to properly exercise the dissent rights in accordance with the OBCA, each Agile Share held by that Shareholder shall thereupon be deemed to have been converted as of the Effective Date for an Amalco Redeemable Preferred Share, which Amalco Redeemable Preferred Share shall be deemed to have been redeemed at the Redemption Date for the Consideration.

15. Representations and Warranties

Agile represents and warrants to Allied Canada that:

- (a) Agile is duly incorporated under the OBCA and validly exists as a corporation under the laws of Ontario and has the corporate power and authority to own its properties and assets and to carry on its business as it is being conducted;
- (b) the board of directors of Agile has duly authorized the execution and delivery of this Agreement by Agile;
- (c) Agile has the corporate power and authority to enter into this Agreement;
- (d) the execution of this Agreement does not and the amalgamation of Agile and Allied Canada will not result in a breach of or violate any term or provision of the articles or the by-laws of Agile or of any agreement to which Agile is a party and by which it is bound, except as has been disclosed to Allied Canada;
- (e) Agile is authorized to issue an unlimited number of common shares, an unlimited number of Class A Non-Voting Common Shares, an unlimited number of Class A-1 Voting Convertible Preferred Shares, an unlimited number of Class A-2 Non-Voting Convertible Preferred Shares, an unlimited number of Class B-1 Voting

Convertible Preferred Shares and an unlimited number of Class C Voting Convertible Preferred Shares, of which there are issued as of the date hereof 1,340,997 common shares, 1,456,016 Class A Non-Voting Common Shares, 3,748,333 Class A-1 Voting Convertible Preferred Shares, 751,667 Class A-2 Non-Voting Convertible Preferred Shares, 228,008 Class B-1 Voting Convertible Preferred Shares and 2,959,017 Class C Voting Convertible Preferred Shares of Agile; and

- (f) as of the date hereof, there are reasonable grounds for believing that (i) Agile is and Amalco will be able to pay their liabilities as they become due, and (ii) the realizable value of Agile's assets are not and Amalco's assets will not be less than the aggregate of their liabilities and stated capital of all classes, and there are reasonable grounds for believing that (i) no creditor will be prejudiced by the Amalgamation, or (ii) adequate notice has been given to all known creditors of the Amalgamating Corporations and no creditor objects to the Amalgamation otherwise than on grounds that are frivolous or vexatious.

Allied Canada represents and warrants to Agile that:

- (a) Allied Canada is duly incorporated and validly exists as a corporation under the laws of Ontario;
- (b) the shareholders of Allied Canada have duly authorized the execution and delivery of this Agreement by Allied Canada by special resolution;
- (c) Allied Canada has the corporate power and authority to enter into this Agreement;
- (d) the execution of this Agreement does not and the amalgamation of Agile and Allied Canada will not result in a breach of or violate any term or provision of the articles or the by-laws of Allied Canada or of any agreement to which Allied Canada is a party and by which it is bound, except as has been disclosed to Agile;
- (e) Allied Canada is authorized to issue an unlimited number of common shares of which there are issued as of the date hereof 10,000 common shares;
- (f) Allied Canada will have, as of the Effective Date and the Redemption Date, sufficient funds to pay all redemption amounts to holders of Amalco Redeemable Preferred Shares which may become payable by Amalco; and
- (g) as of the date hereof, there are reasonable grounds for believing that (i) Allied Canada is and Amalco will be able to pay their liabilities as they become due, and (ii) the realizable value of Allied Canada's assets are not and Amalco's assets will not be less than the aggregate of their liabilities and stated capital of all classes, and there are reasonable grounds for believing that (i) no creditor will be prejudiced by the Amalgamation, or (ii) adequate notice has been given to all known creditors of the Amalgamating Corporations and no creditor objects to the Amalgamation otherwise than on grounds that are frivolous or vexatious.

16. Filing of Documents

Upon the shareholders of each of the Amalgamating Corporations approving this Agreement and the Amalgamation in accordance with the OBCA and applicable regulatory requirements and subject to the other provisions of this Agreement, the Amalgamating Corporations shall jointly file with the Registrar under the OBCA articles of amalgamation and such other documents as may be required.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties to this Agreement hereby attorn to the jurisdiction of the courts in Ontario.

18. Execution and Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

19. Amendment

This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or
- (c) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by the shareholders of Agile and Allied Canada for their Agile Shares or Allied Canada Shares, as the case may be, without approval of such shareholders, given in the same manner as required for the approval of the Amalgamation.

20. Covenant of Agile and Allied Canada

Agile and Allied Canada agree to conduct their business such that (i) at the Effective Date there are reasonable grounds to believe that Amalco will be able to pay its liabilities as they become due and the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes, and (ii) at the Redemption Date there are reasonable grounds to believe Amalco will be able to pay its liabilities as they become due and the realizable value of Amalco's assets will not be less than the aggregate of its liabilities.

21. **Entire Agreement**

This Agreement constitutes the entire agreement among the parties to this Agreement relating to the Amalgamation and supersedes all prior agreements and understandings, oral and written, between such parties with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement.

) **ALLIED MOTION TECHNOLOGIES**
) **CANADA INC.**
)
) By: Richard D. Smith
) Director

) **AGILE SYSTEMS INC.**
)
)
) By: Richard D. Smith
) Director

SCHEDULE A

pertaining to the share capital of
the corporation resulting from the amalgamation of
Allied Motion Technologies Canada Inc. and Agile Systems Inc.
(the "Corporation")

The authorized share capital of the Corporation shall consist of an unlimited number of Common Shares and an unlimited number of Class A Redeemable Preferred Shares. The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation shall be as follows:

Class A Redeemable Preferred Shares

1. Redemption

Subject to the requirements of the *Business Corporations Act* (Ontario) (the "OBCA"), the Corporation shall, as of 5:00 p.m. (Toronto time) on the first business day following the amalgamation forming the Corporation and at the instance and in the discretion of the Corporation from time to time thereafter (the "**Time of Redemption**"), redeem all of the Class A Redeemable Preferred Shares in accordance with the following provisions of this section 1. Except as hereinafter provided or as otherwise determined by the Corporation, no notice of redemption or other act or formality on the part of the Corporation shall be required to call the Class A Redeemable Preferred Shares for redemption.

Class A Redeemable Preferred Shares, other than those redeemed as of 5:00 p.m. (Toronto time) on the first business day following the amalgamation forming the Corporation, may be redeemed at any time and from time to time by one or more resolutions (a "**Redemption Resolution**") of the board of directors of the Corporation, whether made before or after the issuance or creation of the Class A Redeemable Preferred Shares to be redeemed, stating that the Class A Redeemable Preferred Shares set out in the Redemption Resolution shall be redeemed, and shall be deemed to have been redeemed for the Redemption Amount (as defined below) in the manner and at the time specified herein and in the Redemption Resolution.

From and after the Time of Redemption, (i) the Corporation shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Class A Redeemable Preferred Shares, by way of cheque, on presentation and surrender at the principal office of the Corporation in the City of Toronto, Province of Ontario, of the certificate representing the shares in the share capital of the Corporation's predecessor, Agile Systems Inc., which were converted into Class A Redeemable Preferred Shares upon the amalgamation or such other documents as the Corporation may, in its discretion, consider acceptable, an amount equal to \$0.001 cash (the "**Redemption Amount**") in respect of each Class A Redeemable Preferred Share to be redeemed, and (ii) the former holders of Class A Redeemable Preferred Shares shall not be entitled to exercise any of the rights of shareholders in respect thereof except to receive the Redemption Amount therefor, provided that if satisfaction of the Redemption Amount for any Class A Redeemable Preferred Share is not duly made by or on behalf of the Corporation in accordance with the provisions hereof, then the rights of such holders shall remain unaffected.

Under no circumstances will interest on the Redemption Amount be paid by the Corporation whether as a result of any delay in paying the Redemption Amount or otherwise.

The Corporation may at any time after the Time of Redemption deposit the aggregate Redemption Amount of the Class A Redeemable Preferred Shares, or of such of the said Class A Redeemable Preferred Shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to an account in any chartered bank in Canada, to be paid without interest to or to the order of the respective holders of such Class A Redeemable Preferred Shares upon presentation and surrender of the said certificates held by them or other documents respectively as specified above. From the Time of Redemption, each Class A Redeemable Preferred Share in respect of which deposit of the Redemption Amount is made shall be deemed to be redeemed and cancelled, the Corporation shall be fully and completely discharged from its obligations with respect to the payment of the Redemption Amount to such holders of Class A Redeemable Preferred Shares, and the rights of such holders shall be limited to receiving the Redemption Amount payable to them on presentation and surrender of the said certificates held by them or other documents respectively as specified above. Subject to the requirements of applicable law with respect to unclaimed property, if the Redemption Amount has not been claimed in accordance with the provisions hereof within six years of the Time of Redemption, the Redemption Amount shall be forfeited to the Corporation.

2. Priority

The Common Shares shall rank junior to the Class A Redeemable Preferred Shares and shall be subject in all respects to the rights, privileges, restrictions and conditions attaching to the Class A Redeemable Preferred Shares.

3. Dividends

The holders of the Class A Redeemable Preferred Shares shall not be entitled to receive any dividends thereon.

4. Voting Rights

Except as otherwise provided in the OBCA, the holders of the Class A Redeemable Preferred Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

5. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to the extinguishment of the rights of holders of Class A Redeemable Preferred Shares upon satisfaction of the Redemption Amount in respect of each Class A Redeemable Preferred Share, the holders of Class A Redeemable Preferred Shares shall be entitled to receive and the Corporation shall pay to such holders, before any amount shall be paid or any property or assets of the Corporation shall be distributed to the holders of Common Shares or any other class of shares ranking junior to the Class A Redeemable Preferred Shares as

to such entitlement, an amount equal to the Redemption Amount for each Class A Redeemable Preferred Share held by them respectively and no more. After payment to the holders of the Class A Redeemable Preferred Shares of the amounts so payable to them as hereinbefore provided, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

Common Shares

6. Dividends

The holders of the Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly available for the payment of dividends of such amounts and payable in such manner as the board of directors may from time to time determine.

7. Voting Rights

The holders of the Common Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation and shall be entitled to one vote in respect of each Common Share held at such meetings, except a meeting of holders of a particular class or series of shares other than the Common Shares who are entitled to vote separately as a class or series at such meeting.

8. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the property or assets of the Corporation 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 the Corporation entitled to receive the property or assets of the Corporation upon such distribution in priority to or ratably with the holders of the Common Shares, be entitled to receive the remaining property and assets of the Corporation.

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