

FILED EFFECTIVE

2012 OCT 11 PM 12:04
SECRETARY OF STATE
STATE OF IDAHO

STATEMENT OF MERGER
OF
EMPLOYMENT LAW TRAINING, INC.;
ETHICSPPOINT, INC.;
AND
POLICY TECHNOLOGIES INTERNATIONAL, INC.
WITH AND INTO
GLOBAL COMPLIANCE SERVICES, INC.

Pursuant to Sections 30-18-201 and 30-18-205 of the Idaho Entity Transactions Act (the "Act"), the undersigned corporations submit this Statement of Merger for filing and certify as follows:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>Jurisdiction of Organization and Type of Entity</u>
Employment Law Training, Inc.	Delaware corporation
EthicsPoint, Inc.	Washington corporation
Global Compliance Services, Inc.	Delaware corporation
Policy Technologies International, Inc.	Idaho corporation

SECOND: The surviving corporation of the merger is Global Compliance Services, Inc., a Delaware corporation.

THIRD: That the Agreement Plan of Merger, dated as of October 10, 2012, by and among Employment Law Training, Inc., EthicsPoint, Inc., Global Compliance Services, Inc. and Policy Technologies International, Inc., a copy of which is attached hereto as Exhibit A, has been adopted by the Board of Directors of each of the constituent corporations, approved by the shareholders of each of the constituent corporations, and executed by the each of the constituent corporations, in accordance with Section 30-18-203 of the Act, Section 252 of the General Corporation Law of the State of Delaware, and Chapter 23B.11.030 of the Washington business corporation act, as applicable.

FOURTH: The Secretary of State of the State of Idaho may send any process served on the Secretary of State pursuant to Section 30-18-206(5) of the Act to the surviving corporation at 13950 Ballantyne Corporate Place, Suite 300, Charlotte, North Carolina 28277.

[Signatures on the Following Page]

COL-1481964

IDAHO SECRETARY OF STATE
10/11/2012 05:00
CK: 27658 CT: 20168 BH: 1343244
1 @ 30.00 = 30.00 STMT MERGE # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C151276

IN WITNESS WHEREOF, the undersigned corporations have caused this Statement of Merger to be duly executed on this 10th day of October, 2012.

EMPLOYMENT LAW TRAINING, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

ETHICSPPOINT, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

GLOBAL COMPLIANCE SERVICES, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

POLICY TECHNOLOGIES INTERNATIONAL, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

EXHIBIT A

Agreement and Plan of Merger

[attached]

AGREEMENT AND PLAN OF MERGER
OF
EMPLOYMENT LAW TRAINING, INC.;
ETHICSPPOINT, INC.;
AND
POLICY TECHNOLOGIES INTERNATIONAL, INC.
WITH AND INTO
GLOBAL COMPLIANCE SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 10, 2012 (this "*Agreement*"), is made and entered into by and among Employment Law Training, Inc., a Delaware corporation ("*ELT*"), EthicsPoint, Inc., a Washington corporation ("*EP*"), Global Compliance Services, Inc., a Delaware corporation ("*GCS*"), and Policy Technologies International, Inc., an Idaho corporation ("*PT*"). ELT, EP, GCS and PT are sometimes referred to in this Agreement collectively as the "*Constituent Corporations*".

RECITALS

A. The authorized capital stock of ELT consists of 100 shares of common stock, par value \$0.01 per share ("*ELT Stock*"), of which 100 shares are issued and outstanding, all of which shares of ELT Stock are owned by NAVEX Global Holding Company, a Delaware corporation ("*Holding*").

B. The authorized capital stock of EP consists of 1,000 shares of common stock, without par value ("*EP Stock*"), of which one share is issued and outstanding, which share of EP Stock is owned by Holding.

C. The authorized capital stock of GCS consists of 1,000 shares of common stock, par value \$0.01 per share ("*GCS Stock*"), of which 100 shares are issued and outstanding, all of which shares of GCS Stock are owned by Holding.

D. The authorized capital stock of PT consists of 2,000,000 shares of common stock, without par value ("*PT Stock*"), of which one share is issued and outstanding, which share of PT Stock is owned by Holding.

E. The Board of Directors of each of ELT, EP, GCS and PT has approved and adopted this Agreement, and the sole stockholders of each of ELT, EP, GCS and PT have approved this Agreement, and, in each case, have deemed it advisable that each of ELT, EP and PT be merged with and into GCS under and pursuant to the General Corporation Law of the State of Delaware (the "*DGCL*"), the Idaho Entity Transactions Act (the "*IETA*"), the Washington business corporation act (the "*WBCA*"), and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants, provisions and agreements contained in this Agreement, and for other good and valuable consideration had and received, the Constituent Corporations, intending to be legally bound, hereby agree as follows:

ARTICLE I: THE MERGER

1.1 **Merger; The Surviving Corporation.** At the Effective Time (as defined below) and in accordance with the terms and conditions set forth in this Agreement, the DGCL, the IETA and the WBCA, each of ELT, EP and PT will be merged with and into GCS (the "***Merger***"). At the Effective Time, the separate corporate existence of each of ELT, EP and PT will cease, and GCS will continue its existence as the surviving corporation under and be governed by the DGCL (GCS after the Merger being referred to as, the "***Surviving Corporation***").

1.2 **Certificate of Merger; Articles of Merger; and Statement of Merger.** The Constituent Corporations will file, or cause to be filed: (a) a certificate of merger complying with the requirements of Section 252 of the DGCL (the "***Delaware Certificate***") with the Secretary of State of the State of Delaware; (b) articles of merger complying with the requirements of Chapter 23B.11.050 of the WBCA (the "***Washington Articles***") with the Secretary of State of the State of Washington; (c) a statement of merger complying with the requirements of Sections 30-18-201 and 30-18-205 of the IETA (the "***Idaho Statement***") with the Secretary of State of the State of Idaho; and (d) all other filings or recordings required by applicable law in connection with the Merger.

1.3 **Effective Time.** The Merger will become effective as of the close of business on the date of the filing of the Delaware Certificate with the Secretary of State of the State of Delaware, the Washington Articles with the Secretary of State of the State of Washington, and the Idaho Statement with the Secretary of State of the State of Idaho (the "***Effective Time***").

ARTICLE II: THE SURVIVING CORPORATION

2.1 **Certificate of Incorporation.** At the Effective Time and without any further action on the part of the Constituent Corporations, the certificate of incorporation of GCS will be the certificate of incorporation of the Surviving Corporation and will be amended and restated to read as set forth on **Exhibit A** attached hereto.

2.2 **Bylaws.** At the Effective Time and without any further action on the part of the Constituent Corporations, the bylaws of GCS, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Corporation, except that the name of the corporation set forth therein shall be changed to "NAVEX Global, Inc.".

2.3 **Directors and Officers.** The directors and officers of GCS in office immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation from and after the Effective Time until their respective successors are duly elected and qualified.

ARTICLE III: EFFECTS OF THE MERGER

3.1 **Effect of Merger.** At the Effective Time, the effect of the Merger will be as provided by this Agreement, by the applicable provisions of the DGCL, and the WBCA, and by Section 30-18-206 of the IETA.

3.2 **Stock of the Surviving Corporation.** At the Effective Time, and without any action on the part of the Constituent Corporations:

(a) The authorized number and par value of shares of the capital stock of GCS immediately prior to the Effective Time will be the authorized number and par value of shares of the capital stock of the Surviving Corporation.

(b) The issued and outstanding number of shares of capital stock of GCS immediately prior to the Effective Time will be the issued and outstanding number of shares of capital stock of the Surviving Corporation and all of such shares will continue to be owned by Holding.

3.3 **ELT Stock, EP Stock, and PT Stock.** At the Effective Time, and without any action on the part of the Constituent Corporations:

(a) Each share of ELT Stock, EP Stock and PT Stock, respectively, that is issued and outstanding immediately prior to the Effective Time will be cancelled and extinguished and will cease to exist and no payment will be made with respect thereto, and any certificates representing such shares will be surrendered.

(b) Each share of ELT Stock, EP Stock and PT Stock, respectively, that is held in ELT's, EP's and PT's treasury, respectively, if any, immediately prior to the Effective Time will be cancelled and extinguished and will cease to exist and no payment will be made with respect thereto.

ARTICLE IV: MISCELLANEOUS

4.1 **Termination.** This Agreement may be terminated and the Merger abandoned by appropriate action by the respective Boards of Directors of the Constituent Corporations at any time prior to the Effective Time.

4.2 **Further Action by ELT, EP and PT.** If, after the Effective Time, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of ELT, EP or PT, respectively, or otherwise to carry out the provisions of this Agreement, then the directors or officers of ELT, EP or PT, as applicable, last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of ELT, EP or PT, respectively, last in office are not able or available to execute such documentation or perform such acts, then the directors and officers of the Surviving Corporation shall be authorized to act on behalf of ELT, EP or PT, as applicable.

4.3 **Captions, Counterparts, and Signatures.** The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy, facsimile or other electronic transmission (including in Adobe PDF format) of any signature necessary to authorize, adopt or execute this Agreement or any other document necessary to effect the Merger shall be treated for all purposes as an original signature.

4.4 **Copies.** This Agreement will be on file at an office of the Surviving Corporation located at 13950 Ballantyne Corporate Place, Suite 300, Charlotte, North Carolina 28277. A copy of this Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any Constituent Corporation.

4.5 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or is to be construed to confer upon or give to any person or entity, other than the Constituent

Corporations or their respective successors and assigns, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.

4.6 **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to principles of conflicts of laws.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be duly executed as of the date first written above.

EMPLOYMENT LAW TRAINING, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

ETHICSPPOINT, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

GLOBAL COMPLIANCE SERVICES, INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President

POLICY TECHNOLOGIES INTERNATIONAL,
INC.

By: 

Name: L. Joseph Lee, Jr.
Title: Vice President