

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4149657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
LUMO PLAY, INC.	05/25/2016

RECEIVING PARTY DATA

Name:	LUMO INTERACTIVE INC.
Street Address:	200 - 70 ALBERT STREET
City:	WINNIPEG
State/Country:	CANADA
Postal Code:	MB R3B1E7

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	61817973
PCT Number:	CA2014000394
Application Number:	14267410
Application Number:	61869272
Application Number:	61968068
Application Number:	14466112
PCT Number:	IB2014001838
Application Number:	13336363
Application Number:	61994402
Application Number:	15311613
Application Number:	14327404
PCT Number:	US2015039814

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3879.001US1
NAME OF SUBMITTER:	KASIE A. BOSMA
SIGNATURE:	/Kasie A. Bosma/
DATE SIGNED:	11/18/2016

Total Attachments: 76

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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 3879.001US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lumo Play, Inc.

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement Change of Name

Other

Execution Date: May 25, 2016

2. Name and address of receiving party(ies):

Name: Lumo Interactive Inc.

Street Address: 200 - 70 Albert Street

City: Winnipeg, MB R3B1E7

Country: Canada

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See Appendix A attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James D. Hallenbeck

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 0.00

Enclosed

Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James D. Hallenbeck/Reg. No. 63,561

/James D. Hallenbeck/

11/17/2016

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 76

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 040647 FRAME: 0448

Appendix A

Application Serial Number:	Filing Date:	Attorney Docket Number:
61/817,973	May 1, 2013	3879.001PRV
PCT/CA2014/000394	May 1, 2014	3879.001WO1
14/267,410	May 1, 2014	3879.001US1
61/869,272	Aug 23, 2013	3879.002PRV
61/968,068	Mar 20, 2014	3879.002PV2
14/466,112	Aug 22, 2014	3879.002US1
PCT/IB2014/001838	Aug 22, 2014	3879.002WO1
13/336,363	Dec 23, 2011	3879.003US1
61/994,402	May 16, 2014	3879.004PRV
15/311,613	Nov 16, 2016	3879.004US1
PCT/US2015/031133	May 15, 2015	3879.004WO1
14/327,404	Jul 9, 2014	3879.005US1
PCT/US2015/039814	Jul 9, 2015	3879.005WO1

Please Reply To: Steven M. Meltzer
Duboff Edwards Haight & Schachter Law Corporation
Direct Line: 204-594-1327
Fax: 204-942-3362
Email: meltzer@dehslaw.com

Assistant: Charlie Kane
Direct Line: 204-594-1324

File No. 160327-1601

COPY

June 10, 2016

Lumo Interactive Inc.
70 Albert Street, Suite 200
Winnipeg, Manitoba R3B 1E7

Attention: Curtis Wachs / Meghan Athavale

Re: Amalgamation of Lumoplay Corp. and Lumo Interactive Inc.

We are pleased to advise that all matters relating to the amalgamation of Lumo Interactive Inc. ("Lumo Interactive" or the "Amalgamated Corporation") and Lumoplay Corp. ("Lumoplay") have been completed and the following is our report to you.

1. **Amalgamation**

The effect of the amalgamation is that Lumo Interactive and Lumoplay, which were each separate corporations have now come together and will be continued as one corporation. The purpose of an amalgamation is to simplify operating and accounting procedures on a daily basis, consolidate financial reporting, and reduce accounting, audit and legal costs.

Please note that the Amalgamated Corporation possesses all of the property, and is subject to all the liabilities of each of the Amalgamating Corporations. Therefore any existing cause of action, claim or liability to prosecution affecting the Amalgamating Corporations is unaffected by the amalgamation and continues as a liability of the Amalgamated Corporation.

2. **Incorporation and Organization**

On June 1, 2016 the corporations entered an agreement to prescribe the terms and conditions of the amalgamation and the method of carrying it into effect. The agreement included the following terms:

- a) Name of the Amalgamated Corporation: Lumo Interactive Inc.
- b) Registered office: 1900-155 Carlton Street, Winnipeg, Manitoba R3C 3H8

Y100

- c) The classes and maximum number of shares to be issuable by the amalgamated Corporation:
- An unlimited number of Class A common shares
 - An unlimited number of Class B common shares
 - An unlimited number of Class C common shares
 - An unlimited number of Class D common shares
 - An unlimited number of Class A preference shares
 - An unlimited number of Class B preference shares
 - An unlimited number of Class C preference shares
 - An unlimited number of Class D preference shares
 - An unlimited number of Class E preference shares
 - An unlimited number of Class F preference shares
- d) Number of Directors: minimum of 1, and a maximum of 5;
- e) First Directors: The first director of the Amalgamated Corporation Curtis Wachs
- f) Features of Shares in the Capital Stock of Amalgamated Corporation:
- The rights, privileges, restrictions and conditions attaching to the shares of the Amalgamated Corporation are set forth in Schedule "A" of the enclosed Articles of Amalgamation.
- g) Restrictions on Transfers: No shares of the Amalgamated Corporation may be transferred without consent signified by a resolution of the board of directors. Further restriction can be found in a copy of the Articles of Amalgamation as enclosed herein.
- h) Restrictions on number of shareholders: The number of shareholders of the Amalgamated Corporation shall be limited to fifty.
- i) By-Laws: The general by-laws of the Amalgamated Corporation were specified to be the by-laws of Lumo Interactive Inc.;
- j) Conversion and Issue of Shares: The Agreement provided that upon issuance of the Articles of Amalgamation the authorized, issued and outstanding shares of the Amalgamation Corporation shall be:
- (1) 100 issued and fully paid and non-assessable Class A Common shares of the Amalgamated Corporation;

- k) Amalgamation: The amalgamated Corporation is amalgamated by Articles of Amalgamation dated June 1, 2016, under the provisions of The Corporations Act (Manitoba).

We retain in our office the Minute Book of the Corporation. We now enclose herewith the following:

1. Copy of the Articles of Amalgamation dated June 1, 2016;
2. Copy of Amalgamation Agreement;
3. Copy of Statutory Declaration;
4. Shareholders' Resolution of Lumo Interactive authorizing the amalgamation;
5. Shareholders' Resolution of Lumoplay authorizing the amalgamation;
7. Our Statement of Account for services rendered.
8. Our Trust Reconciliation;

Please note that we applied \$100.00 from the PO-MO Inc. file to your invoice.

We thank you for the opportunity to be of assistance to you in this matter. Should you have any questions with respect of the matters raised herein, please do not hesitate to contact the writer.

Yours truly,

DUBOFF EDWARDS HAIGHT & SCHACHTER

Per:



STEVEN M MELTZER

/ck

Encl.



CERTIFICATE / CERTIFICAT
ARTICLES EFFECTIVE /
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07 JUIN / JUN 2016



DIRECTOR/DIRECTEUR
The Corporations Act /Loi sur les corporations

1. Name of amalgamated corporation

Lumo Interactive Inc.

2. The address in full of the registered office (include postal code)

Duboff Edwards & Co.
1900 - 155 Carlton Street
Winnipeg, Manitoba R3C 3H8

3. Number (or minimum and maximum number) of directors

Minimum - One (1) ; Maximum - Five (5)

4. Directors

Name in full	Address in full
Curtis Wachs	200 - 70 Albert Street, Winnipeg, Manitoba R3B 1E7

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

An unlimited number of Class A common shares
An unlimited number of Class B common shares
An unlimited number of Class C common shares
An unlimited number of Class D common shares
An unlimited number of Class A preference shares
An unlimited number of Class B preference shares

An unlimited number of Class C preference shares
An unlimited number of Class D preference shares
An unlimited number of Class E preference shares
An unlimited number of Class F preference shares

6. The rights, privileges, restrictions and conditions attaching to the shares, if any
See Schedule "I" attached hereto.

7. Restrictions, if any, on share transfers
No shares in the capital stock of the Corporation shall be transferred without the consent of all shareholders in writing.

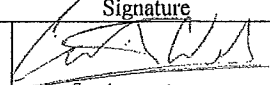

8. Restrictions, if any, on business the corporation may carry on
NIL

9. Other provisions, if any
See Schedule "II" attached hereto.

10. The amalgamation agreement has been duly approved in accordance with Section 177 of *The Corporations Act*.
or
 The amalgamation has been duly approved in accordance with Section 178 of *The Corporations Act*. These articles of amalgamation are the same as the articles of incorporation of (name the designated amalgamating corporation).

LUMO INTERACTIVE INC.

11. Name of the amalgamating corporation the by-laws of which are to be the by-laws of the amalgamated corporation
LUMO INTERACTIVE INC.

12. Names of amalgamating corporations	Signature	Office held	Date	Business Number
LUMOPLAY CORP.		vice president	MAY 25/16	835444431
LUMO INTERACTIVE INC.		vice president	MAY 25/16	845283043

Instructions: The statutory declarations required by subsection 179(2) shall accompany these articles of amalgamation. It is not necessary to file the amalgamation agreement.

OFFICE USE ONLY	7359480
Corporation Number: _____	
Business Number: _____	

SCHEDULE I TO ARTICLES OF Amalgamation
OF

Lumo Interactive Inc.

(hereinafter called the "Corporation")

1. The Class A common shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class A common shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation (except meetings at which pursuant to The Corporations Act (the "Act") only holders of a specified class of shares other than the Class A common shares are entitled to vote) and shall be entitled to one vote thereat for each Class A common share held by them respectively.
 - (b) The holders of Class A common shares shall be entitled to receive dividends when, as and if declared thereon by the Board of Directors of the Corporation (the "Board").
 - (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares, Class D preference shares, Class E preference shares and Class F preference shares of the amounts to which they are entitled as hereafter provided, the holders of the Class A common shares shall be entitled to receive rateably with the holders of the Class B common, Class C common and Class D common shares any remaining property or assets of the Corporation.
2. The Class B common shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class B common shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except as specifically provided otherwise in the Act.
 - (b) The holders of Class B common shares shall be entitled to receive dividends when, as and if declared thereon by the Board.
 - (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose

of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares, Class D preference shares, Class E preference shares and Class F preference shares of the amounts to which they are entitled as hereafter provided, the holders of the Class B common shares shall be entitled to receive rateably with the holders of Class A common, Class C common and Class D common shares any remaining property or assets of the Corporation.

3. The Class C common shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of Class C common shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation (except meetings at which pursuant to the Act only holders of a specified class of shares other than the Class C common shares are entitled to vote) and shall be entitled to two votes thereat for each Class C common share held by them respectively.
- (b) The holders of Class C common shares shall be entitled to receive dividends when, as and if declared thereon by the Board.
- (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares, Class D preference shares, Class E preference shares and Class F preference shares of the amounts to which they are entitled as hereafter provided, the holders of the Class C common shares shall be entitled to receive rateably with the holders of the Class A common, Class B common and Class D common shares any remaining property or assets of the Corporation.

4. The Class D common shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of Class D common shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation (except meetings at which pursuant to the Act, only holders of a specified class of shares other than the Class D common shares are entitled to vote) and shall be entitled to three votes thereat for each Class D common share held by them respectively.
- (b) The holders of Class D common shares shall be entitled to receive dividends when, as and if declared thereon by the Board.
- (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose

of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares, Class D preference shares, Class E preference shares and Class F preference shares of the amounts to which they are entitled as hereafter provided, the holders of the Class D common shares shall be entitled to receive rateably with the holders of Class A common, Class B common and Class C common shares any remaining property or assets of the Corporation.

5. The Class A preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class A preference shares shall be entitled to receive when, and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board, but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class A Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class A preference shares, divided rateably amongst the holders thereof. If, within 6 months after the expiration of any financial year of the Corporation, the Board in its discretion shall not have declared said dividend on the Class A preference shares for such financial year, then the rights of the holders of the Class A preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class A preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class A preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class A preference share held by them, an amount equivalent to the Class A Preference Share Redemption Price (as hereinafter defined) together with all dividends declared and remaining unpaid on such Class A preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any Class B preference shares, Class C preference shares, Class D preference shares, Class E preference shares, Class F preference shares or any common shares. After payment to the holders of the Class A preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.
- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class A preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class A preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are

obtainable but not exceeding, for each Class A preference share an amount equivalent to the Class A Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class A preference share. If, in response to an invitation for tenders, two or more shareholders submit tenders at the same price and, if such tenders are accepted by the Corporation in whole or in part, then, unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.

- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class A preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class A preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class A preference shares then outstanding were issued, divided by the number of Class A preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada) and is herein referred to as the "Class A Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class A preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class A preference shares were issued, is greater than or less than the fair market value as determined by the Board, then the Class A Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class A preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that, with the consent of the holders of all of the then outstanding Class A preference shares, the Class A preference shares to be redeemed may be selected in any other manner including, without limitation, the selection of all or any part of the Class A preference shares of any particular holder or holders thereof.
- (e) In the case of redemption of Class A preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class A preference shares to be redeemed of the intention of the Corporation to redeem such Class A preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to

the order of the registered holder of the Class A preference shares to be redeemed, for each Class A preference share to be redeemed, the Class A Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class A preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class A preference shares to be redeemed. If any holder has not surrendered the certificate for a Class A preference share to be redeemed, the Corporation may pay the Class A Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class A preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class A preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class A preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.

- (f) The Corporation shall, at the request of any holder of Class A preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class A preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class A preference share to be redeemed, of an amount equivalent to the Class A Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class A preference share.
- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class A preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation as the holder of the Class A preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class A preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class A preference shares to be redeemed, for each Class A preference share to be redeemed, the Class A Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class A preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the

Corporation.

- (h) The holders of the Class A preference 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 thereat for each Class A preference share then held by them respectively.

6. The Class B preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class B preference shares shall be entitled to receive when, as and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board, but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class B Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class B preference shares, divided rateably amongst the holders thereof. If, within 6 months after the expiration of any financial year of the Corporation, the Board in its discretion shall not have declared said dividend on the Class B preference shares for such financial year, then the rights of the holders of the Class B preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class B preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares of the amounts to which they are entitled as herein provided, the holders of the Class B preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class B preference share held by them, an amount equivalent to the Class B Preference Share Redemption Price (as hereinafter defined) together with all dividends declared and remaining unpaid on such Class B preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any Class C preference shares, Class D preference shares, Class E preference shares, Class F preference shares or any common shares. After payment to the holders of the Class B preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.
- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class B preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class B preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are

obtainable but not exceeding, for each Class B preference share an amount equivalent to the Class B Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class B preference share. If, in response to an invitation for tenders, two or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.

- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class B preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class B preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class B preference shares then outstanding were issued, divided by the number of Class B preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada), and is herein referred to as the "Class B Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class B preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class B preference shares were issued, is greater than or less than the fair market value determined by the Board, then the Class B Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class B preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that, with the consent of the holders of all of the then outstanding Class B preference shares, the Class B preference shares to be redeemed may be selected in any other manner including without limitation the selection of all or any part of the Class B preference shares of any particular holder or holders thereof.
- (e) In the case of redemption of Class B preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class B preference shares to be redeemed of the intention of the Corporation to redeem such Class B preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to

the order of the registered holder of the Class B preference shares to be redeemed, for each Class B preference share to be redeemed, the Class B Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class B preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class B preference shares to be redeemed. If any holder has not surrendered the certificate for a Class B preference share to be redeemed, the Corporation may pay the Class B Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class B preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class B preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class B preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.

- (f) The Corporation shall, at the request of any holder of Class B preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class B preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class B preference share to be redeemed, of an amount equivalent to the Class B Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class B preference share.
- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class B preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation as the holder of the Class B preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class B preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class B preference shares to be redeemed, for each Class B preference share to be redeemed, the Class B Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class B preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the

Corporation.

- (h) The holders of the Class B preference 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 thereat for each Class B preference share then held by them respectively.
- (i) On the death of any holder of said Class B preference shares or on the transfer of any of the said Class B preference shares, whether legally or equitably, the entire class of Class B preference shares shall forthwith cease to have attached thereto any voting right and thereafter no share of the said Class B preference shares shall entitle the holder thereof to any vote or to receive notice of or to attend any meeting of the shareholders of the Corporation except where specifically required by the Act and, for greater certainty, the word "transfer" where used herein shall not include a redemption nor a purchase for cancellation of Class B preference shares.

7. The Class C preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class C preference shares shall be entitled to receive when, as and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class C Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class C preference shares, divided rateably amongst the holders thereof. If within 6 months after the expiration of any financial year of the Corporation, the Board in its discretion shall not have declared said dividend on the Class C preference shares for such financial year, then the rights of the holders of the Class C preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class C preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares or Class B preference shares of the amounts to which they are entitled as herein provided, the holders of the Class C preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class C preference share held by them, an amount equivalent to the Class C Preference Share Redemption Price (as hereinafter defined) together with all dividends declared and remaining unpaid on such Class C preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any Class D preference shares, Class E preference

shares, Class F preference shares or any common shares. After payment to the holders of the Class C preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.

- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class C preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class C preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are obtainable but not exceeding, for each Class C preference share an amount equivalent to the Class C Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class C preference share. If, in response to an invitation for tenders, two or more shareholders submit tenders at the same price and, if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.
- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class C preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class C preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class C preference shares then outstanding were issued, divided by the number of Class C preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada) and is herein referred to as the "Class C Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class C preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class C preference shares were issued, is greater than or less than the fair market value as determined by the Board, then the Class C Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class C preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that with the consent of the

holders of all of the then outstanding Class C preference shares, the Class C preference shares to be redeemed may be selected in any other manner including without limitation the selection of all or any part of the Class C preference shares of any particular holder or holders thereof.

- (e) In the case of redemption of Class C preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class C preference shares to be redeemed of the intention of the Corporation to redeem such Class C preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to the order of the registered holder of the Class C preference shares to be redeemed, for each Class C preference share to be redeemed, the Class C Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class C preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class C preference shares to be redeemed. If any holder has not surrendered the certificate for a Class C preference share to be redeemed, the Corporation may pay the Class C Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class C preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class C preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class C preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.
- (f) The Corporation shall, at the request of any holder of Class C preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class C preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class C preference share to be redeemed, of an amount equivalent to the Class C Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class C preference share.
- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class C preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation

as the holder of the Class C preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class C preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class C preference shares to be redeemed, for each Class C preference share to be redeemed, the Class C Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class C preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

- (h) The holders of the Class C preference shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except as specifically provided otherwise in the Act.

8. The Class D preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class D preference shares shall be entitled to receive when, as and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board, but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class D Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class D preference shares, divided rateably amongst the holders thereof. If, within 6 months after the expiration of any financial year of the Corporation, the Board in its discretion shall not have declared said dividend on the Class D preference shares for such financial year, then the rights of the holders of the Class D preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class D preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares and Class C preference shares of the amounts to which they are entitled as herein provided, the holders of Class D preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class D preference share held by them, an amount equivalent to the Class D Preference Share Redemption Price (as hereinafter defined) together with all dividends declared and remaining unpaid on such Class D preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any Class E preference

shares, Class F preference shares or any common shares. After payment to the holders of the Class D preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.

- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class D preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class D preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are obtainable but not exceeding, for each Class D preference share an amount equivalent to the Class D Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class D preference share. If, in response to an invitation for tenders, two or more shareholder's submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then, unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.
- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class D preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class D preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class D preference shares then outstanding were issued, divided by the number of Class D preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada) and is herein referred to as the "Class D Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class D preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class D preference shares were issued, is greater than or less than the fair market value as determined by the Board, then the Class D Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class D preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that, with the consent of the

holders of all of the then outstanding Class D preference shares, the Class D preference shares to be redeemed may be selected in any other manner including without limitation the selection of all or any part of the Class D preference shares of any particular holder or holders thereof.

- (e) In the case of redemption of Class D preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class D preference shares to be redeemed of the intention of the Corporation to redeem such Class D preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to the order of the registered holder of the Class D preference shares to be redeemed, for each Class D preference share to be redeemed, the Class D Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class D preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class D preference shares to be redeemed. If any holder has not surrendered the certificate for a Class D preference share to be redeemed, the Corporation may pay the Class D Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class D preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class D preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class D preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.
- (f) The Corporation shall, at the request of any holder of Class D preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class D preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class D preference share to be redeemed, of an amount equivalent to the Class D Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class D preference share.
- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class D preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation

as the holder of the Class D preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class D preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class D preference shares to be redeemed, for each Class D preference share to be redeemed; the Class D Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class D preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

- (h) The holders of the Class D preference 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 thereat for each Class D preference share then held by them respectively.
- (i) On the death of any holder of said Class D preference shares or on the transfer of any of the said Class D preference shares, whether legally or equitably, the entire class of Class D preference shares shall forthwith cease to have attached thereto any voting right and thereafter no share of the said Class D preference shares shall entitle the holder thereof to any vote or to receive notice of or to attend any meeting of the shareholders of the Corporation except where specifically required by the Act and for greater certainty the word "transfer" where used herein shall not include a redemption nor a purchase for cancellation of Class D preference shares.

9. The Class E preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class E preference shares shall be entitled to receive when, and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board, but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class E Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class E preference shares, divided rateably amongst the holders thereof. If within 6 months after the expiration of any financial year of the Corporation the Board in its discretion shall not have declared the said dividend on the Class E preference shares for such financial year, then the rights of the holders of the Class E preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class E preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or

other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares or Class D preference shares of the amounts to which they are entitled as herein provided, the holders of the Class E preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class E preference share held by them, an amount equivalent to the Class E Preference Share Redemption Price (as hereinafter defined) together with all dividends declared and remaining unpaid on such Class E preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any Class F preference shares or any common shares. After payment to the holders of the Class E preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.

- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class E preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class E preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are obtainable but not exceeding, for each Class E preference share an amount equivalent to the Class E Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class E preference share. If, in response to an invitation for tenders, two or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.
- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class E preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class E preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class E preference shares then outstanding were issued, divided by the number of Class E preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada) and is herein referred to as the "Class E Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class E preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class

E preference shares were issued, is greater than or less than the fair market value as determined by the Board, then the Class E Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class E preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that with the consent of the holders of all of the then outstanding Class E preference shares, the Class E preference shares to be redeemed may be selected in any other manner including without limitation the selection of all or any part of the Class E preference shares of any particular holder or holders thereof.

- (e) In the case of redemption of Class E preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class E preference shares to be redeemed of the intention of the Corporation to redeem such Class E preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to the order of the registered holder of the Class E preference shares to be redeemed, for each Class E preference share to be redeemed, the Class E Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class E preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class E preference shares to be redeemed. If any holder has not surrendered the certificate for a Class E preference share to be redeemed, the Corporation may pay the Class E Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class E preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class E preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class E preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.
- (f) The Corporation shall, at the request of any holder of Class E preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class E preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein

shall be read as referring to such amended, re-enacted or replaced provisions), for each Class E preference share to be redeemed, of an amount equivalent to the Class E Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class E preference share.

- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class E preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation as the holder of the Class E preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class E preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class E preference shares to be redeemed, for each Class E preference share to be redeemed, the Class E Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class E preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.
- (h) The holders of the Class E preference shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except as specifically provided otherwise in the Act.

10. The Class F preference shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class F preference shares shall be entitled to receive when, as and if declared thereon by the Board, non-cumulative dividends at a rate per annum as determined from time to time by the Board, but such rate per annum shall not be less than .1% or greater than 12% of the aggregate of the Class F Preference Share Redemption Prices (as hereinafter defined) of the then outstanding Class F preference shares, divided rateably amongst the holders thereof. If within 6 months after the expiration of any financial year of the Corporation, the Board in its discretion shall not have declared the said dividend on the Class F preference shares for such financial year, then the rights of the holders of the Class F preference shares to such dividend for such financial year shall be forever extinguished. The holders of the Class F preference shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.
- (b) In the event of the liquidation, dissolution or winding up of the Corporation or

other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of any Class A preference shares, Class B preference shares, Class C preference shares, Class D preference shares and Class E preference shares of the amounts to which they are entitled as herein provided, the holders of the Class F preference shares shall be entitled to receive, from the assets and the property of the Corporation, for each such Class F preference share held by them, an amount equivalent to the Class F Preference Share Redemption Price (as herein defined) together with all dividends declared and remaining unpaid on such Class F preference share, before any amount shall be paid or any assets or property of the Corporation shall be distributed to the holders of any common shares. After payment to the holders of the Class F preference shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the assets or property of the Corporation.

- (c) The Corporation may at any time or from time to time, subject to the provisions of the Act, purchase (if obtainable) for cancellation all or any part of the Class F preference shares then outstanding pursuant to tenders or, with the unanimous consent of the holders of all issued Class F preference shares, by private contract at the lowest price at which, in the opinion of the Board, such shares are obtainable but not exceeding, for each Class F preference share an amount equivalent to the Class F Preference Share Redemption Price (as hereinafter defined) and all dividends declared and remaining unpaid on such Class F preference share. If, in response to an invitation for tenders, two or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the purchase of fractional parts of shares.
- (d) The Corporation may redeem at any time the whole or from time to time any part of the then outstanding Class F preference shares on payment, subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), for each Class F preference share to be redeemed, of an amount equivalent to the aggregate fair market value, as determined by the Board, of the aggregate consideration for which such Class F preference shares then outstanding were issued, divided by the number of Class F preference shares then outstanding, which amount is the specified amount referred to in subsection 191(4) of the *Income Tax Act* (Canada) and is herein referred to as the "Class F Preference Share Redemption Price", together with all dividends declared and remaining unpaid on such Class F preference share. Provided, however, that if the Minister of National Revenue shall determine that the aggregate fair market value of the aggregate consideration for which the Class F

preference shares were issued, is greater than or less than the fair market value as determined by the Board, then the Class F Preference Share Redemption Price shall be adjusted as may be appropriate to reflect the fair market value determined by the Minister of National Revenue or such other amount as may be finally determined by virtue of objections and/or appeals taken pursuant to the *Income Tax Act* (Canada) in the event that such objections and/or appeals are taken. In case a part only of the then outstanding Class F preference shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro-rata disregarding fractions and the Board may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares; provided that with the consent of the holders of all of the then outstanding Class F preference shares, the Class F preference shares to be redeemed may be selected in any other manner including without limitation the selection of all or any part of the Class F preference shares of any particular holder or holders thereof.

- (e) In the case of redemption of Class F preference shares under the provisions of clause (d) hereof, the Corporation shall give such notice (if any) as the Board may determine to each registered holder of Class F preference shares to be redeemed of the intention of the Corporation to redeem such Class F preference shares. On the date specified by the Board for redemption, the Corporation shall pay to or to the order of the registered holder of the Class F preference shares to be redeemed, for each Class F preference share to be redeemed, the Class F Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class F preference share, on presentation and surrender to the Corporation of the certificate or certificates representing the Class F preference shares to be redeemed. If any holder has not surrendered the certificate for a Class F preference share to be redeemed, the Corporation may pay the Class F Preference Share Redemption Price and all dividends declared and remaining unpaid on such Class F preference share to an account in any chartered bank in Canada (of which notice shall be given to such holder) to be paid without interest to or to the order of the holder of such Class F preference share called for redemption upon presentation and surrender to such bank of the certificate representing the same, and upon such deposit being made or upon the date specified by the Board for redemption, whichever is the later, the Class F preference shares in respect whereof payment shall have been made shall be redeemed and the rights of the holders thereof shall thereafter be limited to receiving without interest their proportionate part of the amounts so deposited against presentation and surrender of the said certificates held by them respectively.
- (f) The Corporation shall, at the request of any holder of Class F preference shares and upon being given notice as hereinafter contained, redeem at any time the whole or from time to time any part of the Class F preference shares of such holder on payment subject to the provisions of s.34(2) of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein

shall be read as referring to such amended, re-enacted or replaced provisions), for each Class F preference share to be redeemed, of an amount equivalent to the Class F Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class F preference share.

- (g) The redemption right provided for in clause (f) hereof may be exercised by notice in writing given to the Corporation at its registered office accompanied by the certificate or certificates representing Class F preference shares in respect of which the holder thereof desires to exercise such right of redemption and such notice shall be signed by the person registered on the records of the Corporation as the holder of the Class F preference shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of Class F preference shares which the holder desires to have redeemed. Within 60 days of the date of mailing by registered mail of the notice in writing hereinbefore referred to, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Class F preference shares to be redeemed, for each Class F preference share to be redeemed, the Class F Preference Share Redemption Price together with all dividends declared and remaining unpaid on such Class F preference share. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.
- (h) The holders of the Class F preference 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 thereat for each Class F preference share then held by them respectively.

11. A dividend may be declared on any class of shares of the Corporation without there being a dividend declared on any other class of shares of the Corporation and different rates of dividends may be declared on the different classes of shares of the Corporation, all in the discretion of the Board.

12. Each class of preference shares may be issued in one or more series. The directors of the Corporation may by resolution from time to time divide any class of preference shares into series and fix the number of preference shares in each series to determine the designation of, the rights, privileges, restrictions and conditions attaching to and the redemption price of, the preference shares of each series. Any reference to a class of preference shares of the Corporation in the Articles of the Corporation shall be read as a reference to a series of a class of preference shares of the capital stock of the Corporation, where the class includes shares of two or more series.

13. A holder of a fractional share issued by the Corporation is entitled to exercise voting rights and to receive a dividend in respect of the fractional share in accordance with the rights attaching to the shares of that class of the Corporation subject only to the following limitations, namely:

SCHEDULE II

to the Articles of Amalgamation of
LUMO INTERACTIVE INC.

(hereinafter called "the Corporation")

Other Provisions:

1. The number of Shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation and exclusively of persons who, having been formerly in the employment of the Corporation, were, while in that employment and have continued after the termination of that employment to be, Shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more Shares being counted as one Shareholder.
2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.

AMALGAMATION AGREEMENT

LUMO INTERACTIVE INC.

- and -

LUMOPLAY CORP.

DUBOFF EDWARDS HAIGHT & SCHACHTER
BARRISTERS AND SOLICITORS
1900 - 155 CARLTON STREET
WINNIPEG, MANITOBA
R3C 3H8

TELEPHONE: (204) 594-1327
FAX: (204) 942-3362
e-mail: meltzer@dehslaw.com

Steven Meltzer

THIS AGREEMENT made this 1st day of June, 2016.

BETWEEN:

LUMO INTERACTIVE INC.
a Corporation incorporated under the
Laws of the Province of Manitoba,

("Lumo Interactive"),

- and -

LUMOPLAY CORP.
a Corporation incorporated under the
Laws of the Province of Manitoba,

("Lumoplay"),

WHEREAS:

Lumo Interactive was incorporated under The Corporations Act R.S.M. 1986, c.225, and all regulations thereunder (the "Act") by Articles of Incorporation dated September 5, 2012 as amended by Articles of Amendment dated March 8, 2016;

Lumoplay was incorporated under the Act by Articles of Incorporation dated September 24, 2013;

Lumo Interactive and Lumoplay have each made full and complete disclosure to the other of all their respective known assets and liabilities;

Lumo Interactive and Lumoplay have agreed to amalgamate pursuant to the Act upon the terms and conditions after this set forth and to continue as one corporation;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants after this contained and provided for, the parties hereto covenant and agree as follows:

1. Interpretations

a. Definitions.

i. In this Agreement:

1. "Lumoplay Meeting" means the special meeting of the shareholders of Lumoplay to be held to consider and, if deemed advisable, approve the Amalgamation and this Agreement;
2. "Lumoplay Shares" means the shares in the capital of Lumoplay as the same are constituted as at the date hereof;
3. "Lumo Interactive Meeting" means the special meeting of shareholders of Lumo Interactive to be held to consider and, if deemed advisable, approve the Amalgamation and this Agreement;
4. "Lumo Interactive Shares" means shares in the capital of Lumo Interactive as the same are constituted as at the date hereof;

5. "Agreement" means this amalgamation agreement;
 6. "Amalgamated Corporation" means the continuing corporation constituted upon the Amalgamation becoming effective;
 7. "Amalgamating Corporations" means Lumo Interactive and Lumoplay;
 8. "Amalgamation" means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;
 9. "Certificate of Amalgamation" means the Certificate of Amalgamation endorsed upon the articles of amalgamation of the Amalgamated Corporation by the Director;
 10. "Director" means the director appointed under the Act;
 11. "Effective Date" means November 1, 2015; and
 12. "Meeting" means, collectively, the Lumo Interactive Meeting and the Lumoplay Meeting.
- ii. Words and phrases used herein that are defined in the Act will have the same meaning herein as in the Act unless the context otherwise requires.

2. Covenants

a. Covenants of Lumo Interactive

Except as otherwise provided by in this Agreement, Lumo Interactive covenants and agrees with Lumoplay that it will, until the earlier of the termination of this Agreement and the day following the Effective Date:

- i. take all actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation:
 1. convening the Lumo Interactive Meeting in favour of the Amalgamation and the approval of this Agreement;
 2. using its best efforts to obtain such approvals of the holders of Lumo Interactive Shares as may be required by the Act and the applicable regulatory authorities; and
 3. take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation.
- ii. not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or other of its securities.
- iii. except for the purposes of facilitating the Amalgamation and except pursuant to currently existing and disclosed obligations, not issue, or enter into any agreement or agreements to issue, or grant options, warrants or rights to purchase, any shares of its capital stock or other of its securities.

- iv. not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person or perform any act or enter any transaction or negotiation that might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 3.a. hereof (as if such representations and warranties were made at a time following such act or transaction and all references to the date of this Agreement were deemed to be such later dates).
- v. not alter or amend its Articles of Incorporation or bylaws as the same exist at the date of this Agreement.
- vi. use its best efforts to obtain all necessary consents, assignments, waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfil its respective obligations hereunder and to consummate the Amalgamation.
- vii. not engage in any business, enterprise or other activity outside the normal course of business as presently conducted or enter any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any obligation, expenditure or liability other than in the normal course of its business, as presently conducted.
- viii. hold, and require its respective officers, employees, agents and representatives to hold, in strict confidence, all data and information obtained from Lumoplay or from any officer, employee, agent or representative of Lumoplay, whether pertaining to the financial condition, assets, results of operations or methods of operation of Lumoplay or otherwise, except any of the same which:
 - 1. was or is in the public domain;
 - 2. is required to be disclosed by any such persons in connection with any court action or any proceeding before, or the regulatory requirements of, any governmental, regulatory or administrative body or in connection with securing any consent required hereunder; or
 - 3. other than through an act or failure to act on the part of Lumo Interactive, becomes information generally available to the public;

provided that if the Amalgamation will not be consummated, Lumo Interactive will, upon written request, return or cause to be returned to Lumoplay (or, in the case of computerized data bases, erase or cause to be erased) all data, information and other material respecting Lumoplay obtained by any of the foregoing persons from Lumoplay or from any officer, employee, agent or representative of Lumoplay in connection with the negotiation or consummation of this Agreement or other matters contemplated by this Agreement.

- ix. furnish to Lumoplay such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Lumo Interactive as may reasonably be requested by Lumoplay, which information will be true and complete in all material respects and will not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, considering the circumstances in which they are made, not misleading.

- x. ensure that the information and financial statements related to Lumo Interactive contained in the documentation to be distributed for the Lumoplay Meeting will comply as to form and substance with the requirements of the Act and such information and data contained therein will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading considering the circumstances in which they are made.
- xi. use its best efforts to cause each of the conditions precedent set forth in Section 4.a. hereof to be complied with on or before the Effective Date.
- xii. file all required tax returns, including without limitation all income tax, GST.
- xiii. provide to Lumoplay copies of all ledgers, financial statements, general ledgers, trial balances for Lumo Interactive.

b. Covenants of Lumoplay

Except as otherwise provided by this Agreement, Lumoplay covenants and agrees with Lumo Interactive that it will, until the earlier of the termination of this Agreement and the day following the Effective Date:

- i. take all actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, convening the Lumoplay Meeting in favour of the Amalgamation and the approval of this Agreement and using its best efforts to obtain the approvals of the holders of Lumoplay Shares as may be required by the Act and the applicable regulatory authorities and to obtain any and take all such similar or other actions and other proceedings as may be necessary or advisable to consummate the Amalgamation;
- ii. not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or other of its securities;
- iii. except pursuant to currently existing and disclosed obligations, not issue, or enter any agreement or agreements to issue, or grant options, warrants or rights to purchase any shares of its capital stock or other of its securities;
- iv. not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person or perform any act or enter any transaction or negotiation that might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 3.b. hereof (as if such representations and warranties were made at a time following such act or transaction and all references to the date of this Agreement were deemed to be such later date);
- v. not alter or amend its articles of incorporation or bylaws as the same exist at the date of this Agreement;
- vi. use its best efforts to obtain all necessary consents, assignments, waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfil its respective obligations hereunder and to consummate the Amalgamation;

- vii. not engage in any business, enterprise or other activity, or enter any transaction outside the normal course of business, as presently conducted or incur (except in respect of obligations or liabilities to which it is already legally subject) any obligation expenditure or liability other than in the normal course of its business, as presently conducted;
- viii. hold, and require its respective officers, employees, agents and representatives to hold, in strict confidence, all data and information obtained from Lumo Interactive or from any officer, employee, agent or representative of Lumo Interactive, whether concerning the financial condition, assets, results of operations or methods of operation of Lumo Interactive or otherwise, except any of the same which:
1. was or is in the public domain;
 2. is required to be disclosed by any such persons concerning any court action or any proceeding before, or the regulatory requirements of, any governmental, regulatory or administrative body or concerning securing any consent required hereunder; or
 3. other than through an act or failure to act on the part of Lumoplay, becomes information generally available to the public;
- provided that if the Amalgamation will not be consummated, Lumoplay will, upon written request, return or cause to be returned to Lumo Interactive (or, in the case of computerized data bases, erase or cause to be erased) all data, information and other material respecting Lumo Interactive obtained by any of the foregoing persons from Lumo Interactive or from any officer, employee, agent or representative of Lumo Interactive concerning the negotiation or consummation of this Agreement or other matters contemplated by this Agreement;
- ix. furnish to Lumo Interactive such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Lumoplay as may reasonably be requested by Lumo Interactive, which information will be true and complete in all material respects and will not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they are made, not misleading;
- x. ensure that the information and financial statements related to Lumoplay contained in the related documentation to be distributed for the Lumo Interactive Meeting will comply as to form and substance with the requirements of the Act and data contained therein will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading considering the circumstances in which they are made; and
- xi. use its best efforts to cause each of the conditions precedent set forth in Section 4.b. hereof to be complied with on or before the Effective Date.
- xii. file all required tax returns, including without limitation all income tax GST.

- xiii. provide to Lumo Interactive copies of all ledgers, financial statements, general ledgers, trial balances for Lumoplay.

3. Representations and Warranties

a. Representations and Warranties of Lumo Interactive

Lumo Interactive represents and warrants to and in favour of Lumoplay as follows and acknowledges that Lumoplay is relying upon such representations and warranties concerning the transactions contemplated herein:

- i. Lumo Interactive is a corporation duly incorporated, organized, validly existing and in good standing with respect to all filings required under the laws of Lumoplay and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, and has the corporate power to enter this Agreement and perform its obligations hereunder;
- ii. as at the date of this Agreement, the following are the validly issued and outstanding, fully paid and non-assessable shares of Lumo Interactive:

100 Class A Common
(the "Lumo Interactive Shares")
- iii. except as disclosed herein no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any shares of Lumo Interactive or any unissued securities of Lumo Interactive;
- iv. the financial statements of Lumo Interactive for the period ended December 31, 2015 present fairly the financial position of Lumo Interactive at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared according to generally accepted accounting principles applied on a consistent basis;
- v. there has been no material adverse change in the business or condition, financial or otherwise, of Lumo Interactive from that shown in the financial statements referred to in paragraph iv. hereof;
- vi. Lumo Interactive is the beneficial owner of the properties and assets described as being owned by it in the financial statements referred to in paragraph iv. hereof with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests;
- vii. the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:
 - 1. result in the breach of or violate any term or provision of the articles of incorporation or bylaws of Lumo Interactive;
 - 2. conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Lumo Interactive is a party or by which it is bound or to which any property of Lumo Interactive is subject or result in the creation of any lien, charge or

- encumbrance upon any of the assets of Lumo Interactive under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or
3. violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Lumo Interactive;
- viii. the execution and delivery of this Agreement has been duly approved by the board of directors of Lumo Interactive;
- ix. there are no agreements, covenants, undertakings or other commitments of Lumo Interactive or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:
1. under which the consummation of the Amalgamation would impose restrictions or obligations on Lumo Interactive materially greater than those imposed upon Lumo Interactive or any such partnership or joint venture at the date hereof;
 2. which would give a third party, as a result of the Amalgamation, a right to terminate any material agreement to which Lumo Interactive or any such partnership or joint venture is a party or to purchase any of their respective assets;
 3. under which the consummation of the Amalgamation would impose material restrictions on the ability of Lumo Interactive to carry on any business that it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or
 4. under which the consummation of the Amalgamation would impose material restrictions on the ability of Lumo Interactive to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor.
- x. there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Lumo Interactive, contemplated or threatened, against or affecting Lumo Interactive or before or by any person or before any arbitrator of any kind that would prevent or hinder the consummation of the Amalgamation or which involve the possibility of any judgment or liability that can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Lumo Interactive;
- xi. there are no known or anticipated material liabilities of Lumo Interactive of any kind at all (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Lumo Interactive is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements referred to in paragraph iv. hereof or incurred in the ordinary course of business; and

- xii. none of the representations, warranties or statements of fact made in this Section 3.a. contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading.

b. Representations and Warranties of Lumoplay

Lumoplay represents and warrants to and in favour of Lumo Interactive as follows and acknowledges that Lumo Interactive is relying upon such representations and warranties concerning the transactions contemplated herein:

- i. Lumoplay is a corporation duly incorporated, organized, validly existing and in good standing with respect to all filings required under the laws of Lumoplay and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, and has the corporate power to enter this Agreement and perform its obligations hereunder;
- ii. as at the date of this Agreement, the following are the validly issued and outstanding, fully paid and non-assessable shares of Lumoplay:
 - 100 Voting Common
(the "Lumoplay Shares")
- iii. no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any of the unissued shares of Lumoplay or any unissued securities of Lumoplay;
- iv. the financial statements of Lumoplay for the period ended December 31, 2015 present fairly the financial position of Lumoplay at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared according to generally accepted accounting principles applied on a consistent basis;
- v. there has been no material adverse change in the business or condition, financial or otherwise, of Lumoplay from that shown in the financial statements referred to in paragraph iv. hereof;
- vi. Lumoplay is the beneficial owner of the properties and assets described as being owned by it in the financial statements referred to in paragraph iv. hereof with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests;
- vii. the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:
 - 1. result in the breach of or violate any term or provision of the articles of incorporation or bylaws of Lumoplay;
 - 2. conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Lumoplay is a party or by which it is bound or to which any property of Lumoplay is

- subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Lumoplay under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or
3. violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Lumoplay;
- viii. the execution and delivery of this Agreement has been duly approved by the board of directors of Lumoplay;
- ix. there are no agreements, covenants, undertakings or other commitments of Lumoplay or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:
1. under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on Lumoplay materially greater than those imposed upon Lumoplay or any such partnership or joint venture at the date hereof;
 2. which would give a third party, as a result of the Amalgamation, a right to terminate any material agreement to which Lumoplay or any such partnership or joint venture is a party or to purchase any of their respective assets;
 3. under which the consummation of the Amalgamation would impose material restrictions on the ability of Lumoplay to carry on any business which it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or
 4. under which the consummation of the Amalgamation would impose material restrictions on the ability of Lumoplay to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor;
- x. there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Lumoplay, contemplated or threatened, against or affecting Lumoplay or before or by any person or before any arbitrator of any kind that would prevent or hinder the Amalgamation or which involve the possibility of any judgment or liability that can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Lumoplay;
- xi. there are no known or anticipated material liabilities of Lumoplay of any kind at all (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Lumoplay is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements referred to in paragraph iv. hereof or incurred in the ordinary course of business; and

- xii. none of the representations, warranties or statements of fact made in this Section 3.b. contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading.

4. Conditions

a. Conditions to Obligations of Lumo Interactive

The obligation of Lumo Interactive to consummate the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by Lumo Interactive without prejudice to its right to rely on any other or others of them:

- i. each of the acts and undertakings of Lumoplay to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it;
- ii. Lumoplay will have furnished Lumo Interactive with:
 - 1. certified copies of the resolution or resolutions duly passed by the board of directors of Lumoplay approving this Agreement and the consummation of the Amalgamation;
 - 2. certified copies of the special resolutions duly passed at the Lumoplay Meeting in relation to the Amalgamation;
- iii. Lumoplay will have complied with its covenants contained in Article 2. hereof and, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Lumoplay contained in Article 3. shall be true in all material respects immediately before the Effective Date with the same effect as though made at and as of such time and Lumo Interactive will have received a certificate of a senior officer of each of Lumoplay to that effect, dated the day preceding the Effective Date; and
- iv. where required, the consent to this Agreement of all other parties to material joint ventures or other agreements in or to which Lumoplay is a party will have been obtained on or before the Effective Date.

b. Conditions to Obligations of Lumoplay

The obligation of Lumoplay to consummate the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by Lumoplay without prejudice to its right to rely on any other or others of them:

- i. each of the acts and undertakings of Lumo Interactive to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed by it;
- ii. Lumo Interactive will have furnished Lumoplay with:
 - 1. certified copies of the resolution or resolutions duly passed by the board of directors of Lumo Interactive approving this Agreement and the consummation of the Amalgamation;
 - 2. certified copies of the special resolutions duly passed at the Lumo Interactive Meeting in relation to approving this Agreement;

- iii. Lumo Interactive will have complied with all its covenants contained in Article 2. hereof and, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Lumo Interactive contained in Article 3. will be true in all material respects immediately before the Effective Date with the same effect as though made at and as of such time and Lumoplay will have received a certificate of a senior officer of Lumo Interactive to that effect, dated the day preceding the Effective Date; and
- iv. where required, the consent to this Agreement of all other parties to material joint ventures or other agreements in or to which Lumo Interactive is a party will have been obtained on or before the Effective Date.

5. Amalgamation

- a. Agree to Amalgamate.

The Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the Act and to continue as one corporation on the terms and conditions herein set forth.

- b. Effect of Amalgamation.

As of the Effective Date:

- i. the amalgamation of the Amalgamating Corporations and their continuance as one corporation under the terms and conditions prescribed in this Agreement will become effective;
- ii. the property of each Amalgamating Corporation will continue to be the property of the Amalgamated Corporation;
- iii. the Amalgamated Corporation will continue to be liable for the obligations of each of the Amalgamating Corporations;
- iv. any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Corporations will be unaffected;
- v. any civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against the Amalgamated Corporation;
- vi. any conviction against or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation; and
- vii. the Articles of Amalgamation of the Amalgamated Corporation are deemed to be the Articles of Incorporation of the Amalgamated Corporation and the Certificate of Amalgamation is deemed to be the Certificate of Incorporation of the Amalgamated Corporation.

6. Amalgamated Corporation

a. Name.

The name of the Amalgamated Corporation in the English form will be Lumo Interactive Inc.”

b. Restriction on Business Activities of the Amalgamated Corporation.

There will be no restriction or limit on the business activity that the Amalgamated Corporation is authorized to carry on.

c. Registered Office.

The registered office of the Amalgamated Corporation will be located at 1900 - 155 Carlton Street, Winnipeg, Manitoba.

d. Features of Shares in the Capital Stock of Amalgamated Corporation.

The rights, privileges, restrictions and conditions attaching to the shares of the Amalgamated Corporation are set forth in Schedule "A" attached hereto.

e. Restrictions on Transfers.

- i. No share or shares of the Corporation shall be transferred without the unanimous consent of the directors of the Corporation expressed either by resolution of instrument or instruments in writing.
- ii. The number of shareholders of the Amalgamated Corporation will be Ltd. to fifty.
- iii. Any invitation to the public to subscribe for securities of the Amalgamated Corporation is prohibited.

f. Number of Directors.

The number of directors of the Amalgamated Corporation will be a minimum of 1 and a maximum of 5, the precise number to be determined from time to time by resolution of the board of directors of the Amalgamated Corporation, and until the precise number is so determined, such number will be deemed to be 1.

g. Directors.

- i. The first director of the Amalgamated Corporation, who is a resident of Canada is:
Curtis Wachs
- ii. The first directors of the Amalgamated Corporation will hold office until the first annual meeting of the shareholders of the Amalgamated Corporation or until their successors are duly elected or appointed.

h. Share Certificates.

After the filing of articles of amalgamation and the issuance of the Certificate of Amalgamation and upon surrender of the share certificates representing the shares held by the shareholders of Lumo Interactive and Lumoplay, such shareholders will be entitled to receive certificates

representing the shares in the capital stock of the Amalgamated Corporation into which Lumo Interactive Shares and Lumoplay Shares have been converted as set forth in Section 8 of this Agreement.

i. Fiscal Year.

The fiscal year end of the Amalgamated Corporation shall be May 31st in each year.

j. By-Laws.

The general bylaws of the Amalgamated Corporation will be the bylaws of Lumo Interactive until repealed, amended or altered.

7. Special Provisions

a. The directors may, without authorization of the shareholders, from time to time,

- i. borrow money upon the credit of the Amalgamated Corporation;
- ii. issue, reissue, sell or pledge debt obligations of the Amalgamated Corporation;
- iii. give a guarantee for the Amalgamated Corporation to secure performance of an obligation of any person; or
- iv. by authentic deed or otherwise, charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, moveable or immoveable property of the Amalgamated Corporation to secure any debt, obligation or liability of the Amalgamated Corporation.

b. The Amalgamated Corporation will have a lien on any share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Amalgamated Corporation.

8. Conversion, Issue and Cancellation of Shares upon Amalgamation

a. Upon consummation of the Amalgamation the authorized, issued and outstanding shares of Lumo Interactive will be converted into the following shares of the Amalgamated Corporation:

100 Class A Common shares of Lumo Interactive will be converted into 100 Class A Common shares of the Amalgamated Corporation

b. the issued and outstanding shares of Lumoplay, being the Lumoplay Shares, shall be cancelled without any repayment of capital in respect thereof, and shall not be converted into shares of the Amalgamated Corporation.

9. Articles of Amalgamation

a. Joint Filing.

The Amalgamating Corporations will jointly file, with the Director, Articles of Amalgamation of the Amalgamated Corporation and such other documents as may be required by the Act to give effect to the Amalgamation.

b. Modification by Directors.

The Amalgamating Corporations and each of them may, by resolution of their respective boards of directors, assent to any modification of this Agreement that their respective shareholders, directors or any regulatory authority may require, and this Agreement will be deemed to include such modifications.

10. Termination - Directors' Authority

This Agreement will be adopted by approval of the Amalgamation herein provided for by the shareholders of each of Lumo Interactive and Lumoplay and notwithstanding such approval this Agreement may be terminated by the directors of either Lumo Interactive or Lumoplay any time before the Certificate of Amalgamation is issued under the Act.

11. General

a. Binding Effect.

This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. Assignment.

No party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto.

c. Governing Law.

This Agreement will be governed by and construed according to the laws of the Province of Manitoba.

d. Interpretation not Affected by Headings, etc.

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

e. Number, etc.

Unless the context requires the contrary, words importing the singular only will include the plural and vice versa; words importing the use of any gender will include all genders.

f. Date for any Action.

In the event that any 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 that is a business day in such place.

g. Entire Agreement.

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

LUMO INTERACTIVE INC.

Per: 

LUMOPLAY CORP

Per: 

CANADA)
PROVINCE OF MANITOBA)
TO WIT:)

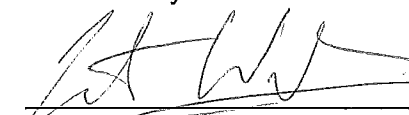
IN THE MATTER of *The Corporations Act* (Manitoba) and the Articles of Amalgamation of **Lumo Interactive Inc.** and **Lumoplay Corp.**:

I, Curtis Wachs of the City of Winnipeg in the Province of Manitoba, do solemnly declare that:

1. I am the Director and Secretary/Treasurer of **Lumo Interactive Inc.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein declared to.
2. I have conducted such examinations of the books and records of the Corporation and I have made such enquiries and investigations as are necessary to enable me to make this Declaration.
3. Based on the foregoing, I have satisfied myself that upon the amalgamation of the Corporation and **Lumoplay Corp.**, there are reasonable grounds for believing:
 - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due.
 - (b) The realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes, and
 - (c) No creditor will be prejudiced by the amalgamation.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the
City of Winnipeg,
in the Province of Manitoba,
this 11 day of May, 2016.

)
) 
) Curtis Wachs
)



NOTARY PUBLIC
in and for the Province of Manitoba

LUMO INTERACTIVE INC.
(the "Corporation")

SHAREHOLDERS' RESOLUTION


RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The Corporation be and it is hereby authorized and directed to amalgamate with **Lumoplay Corp** ("Lumo") under the provisions of The Corporations Act R.S.M. 1986, c.225 and all regulations thereunder ("Act") and, for such purpose, to enter into an Amalgamation Agreement to be made effective June 1, 2016, between the Corporation and Lumo in or substantially in the same form and containing substantially the same terms and conditions as the draft Amalgamation Agreement attached hereto as Schedule "A";
2. Any Officer or Director of the Corporation is hereby authorized and directed for and on behalf and in the name of the Corporation to execute under its corporate seal and to deliver an agreement in the form of the said draft Amalgamation Agreement, subject to such changes thereto as may be approved by him which approval shall be conclusively evidenced by his execution and delivery of such Agreement; and
3. The proper Officers and/or Directors of the Corporation or any one of them are hereby authorized and directed to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing Resolution.

The undersigned hereby certifies that the foregoing is a true and complete copy of a Special Resolution of the Shareholders of **Lumo Interactive Inc.** which was duly passed by the Shareholders of the Corporation cast at a Special General Meeting of the Shareholders duly called for that purpose and held on May 11, 2016 and that a true copy of the Amalgamation Agreement referred to in said Special Resolution is attached hereto.

DATED this May 11th. 2016

Lumo Interactive Inc.


Secretary

Lumoplay Corp
(the "Corporation")

SHAREHOLDERS' RESOLUTION

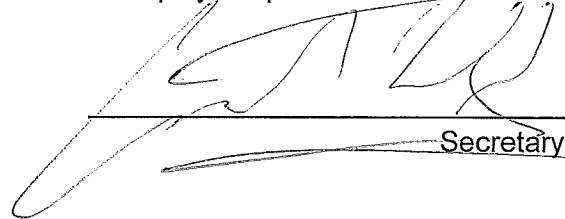
RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The Corporation be and it is hereby authorized and directed to amalgamate with **Lumo Interactive Inc.** ("Lumo Interactive") under the provisions of The Corporations Act R.S.M. 1986, c.225 and all regulations thereunder ("Act") and, for such purpose, to enter into an Amalgamation Agreement to be made effective June 1, 2016, between the Corporation and Lumo Interactive in or substantially in the same form and containing substantially the same terms and conditions as the draft Amalgamation Agreement attached hereto as Schedule "A";
2. Any Officer or Director of the Corporation is hereby authorized and directed for and on behalf and in the name of the Corporation to execute under its corporate seal and to deliver an agreement in the form of the said draft Amalgamation Agreement, subject to such changes thereto as may be approved by him which approval shall be conclusively evidenced by his execution and delivery of such Agreement; and
3. The proper Officers and/or Directors of the Corporation or any one of them are hereby authorized and directed to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing Resolution.

The undersigned hereby certifies that the foregoing is a true and complete copy of a Special Resolution of the Shareholders of **Lumoplay Corp.** which was duly passed by the Shareholders of the Corporation cast at a Special General Meeting of the Shareholders duly called for that purpose and held on May 11, 2016 and that a true copy of the Amalgamation Agreement referred to in said Special Resolution is attached hereto.

DATED this May 11, 2016

Lumoplay Corp



Secretary

LUMOPLAY CORP
(the "Corporation")

SHAREHOLDERS' RESOLUTION

RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The Corporation be and it is hereby authorized and directed to amalgamate with **Lumo Interactive Ltd.** ("Lumo Interactive") under the provisions of The Corporations Act R.S.M. 1986, c.225 and all regulations thereunder ("Act") and, for such purpose, to enter into an Amalgamation Agreement to be made effective May 1, 2016, between the Corporation and Lumo Interactive in or substantially in the same form and containing substantially the same terms and conditions as the draft Amalgamation Agreement attached hereto as Schedule "A";
2. Any Officer or Director of the Corporation is hereby authorized and directed for and on behalf and in the name of the Corporation to execute under its corporate seal and to deliver an agreement in the form of the said draft Amalgamation Agreement, subject to such changes thereto as may be approved by him which approval shall be conclusively evidenced by his execution and delivery of such Agreement; and
3. The proper Officers and/or Directors of the Corporation or any one of them are hereby authorized and directed to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing Resolution.

WITNESS the signature of the Shareholders of the Corporation, signed this 11th day of May, 2016, which shall be the effective date of this Resolution.

Lumo Interactive Inc.



NAME: Curt Wachs

TITLE: Secretary

DUBOFF EDWARDS HAIGHT & SCHACHTER
LAW CORPORATION

BARRISTERS & SOLICITORS

1900 - 155 Carlton Street, Winnipeg, Manitoba, Canada R3C 3H8
Telephone (204) 942-3361 • Fax (204) 942-3362

LUMO INTERACTIVE INC.
200 - 70 Albert Street
Winnipeg, Manitoba R3B 1E7

June 10, 2016

File Number: 160327-1601

Invoice Number: 76672

Curtis Wachs

RE: Corporate Matters

FOR PROFESSIONAL SERVICES RENDERED

Description of Service

review of Confidentiality Agreement.

discussion with Meg in detail as to plan of action to move the assets into Promo/Lumo

discussion with Matt and Meg and to buy out strategy.drafting amalgamation agreement.

amalgamation documents.

TOTAL FEES: \$1,336.50

GST ON FEES 66.83
PST ON FEES 106.92

DISBURSEMENTS

GOVT.CHARGE - CORPORATIONS - 2014 ANNUAL RETURN* 50.00
GOVT.CHARGE - CORPORATIONS - 2015 ANNUAL RETURN* 50.00
GOVT.CHARGE - CORPORATIONS - NAME RESERVATION* 45.00

TOTAL DISBURSEMENTS: \$145.00

TOTAL FEES & DISBURSEMENTS & TAXES: \$1,655.25
LESS FUNDS FROM TRUST: -\$100.00
TOTAL FEES & DISBURSEMENTS & TAXES: -\$1,555.25

GST #: 83247 8010 RT0001

TOTAL GST: \$66.83

TOTAL SALES TAX: \$106.92

E. & O. E.

TERMS- PAYMENT DUE UPON RECEIPT -- Interest on this account will be charged one month from the date this statement is rendered to you.

DUBOFF EDWARDS HAIGHT & SCHACHTER
LAW CORPORATION

1900 – 155 Carlton Street, Winnipeg, Manitoba, Canada, R3C 3H8
Telephone: (204) 942-3361 • Fax: (204) 942-3362

June 10, 2016

Lumo Interactive Inc.

Re: Amalgamation of Lumoplay Corp. and Lumo Interactive Inc.

RECONCILIATION OF FUNDS

	<u>PAID</u>	<u>RECEIVED</u>
Received from PO-MO Inc. Re: Retainer		\$350.00
Paid to the Minister of Finance Re: Articles of Amalgamation	\$350.00	
	<u>\$350.00</u>	<u>\$350.00</u>

THIS IS OUR STATEMENT HEREIN
Duboff Edwards Haight and Schachter Law Corporation

Steven M. Meltzer
SMM:ck
E. & O. E.

