

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5961524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	10/25/2018
CONVEYING PARTY DATA	
Name	Execution Date
2134761 ONTARIO LTD.	10/25/2018
NEWLY MERGED ENTITY DATA	
Name	Execution Date
2657019 ONTARIO INC.	10/25/2018
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	REAL TECH HOLDINGS INC.
Street Address:	150 CHAMPLAIN CT, UNIT 1
City:	WHITBY
State/Country:	CANADA
Postal Code:	L1N 6K9
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7462835
Patent Number:	8077315
Patent Number:	10507411
CORRESPONDENCE DATA	
Fax Number:	(416)862-7661
<i>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.</i>	
Phone:	4168624318
Email:	torpatpros@gowlingwlg.com
Correspondent Name:	GOWLING WLG (CANADA) LLP
Address Line 1:	SUITE 1600, 1 FIRST CANADIAN PLACE
Address Line 4:	TORONTO, CANADA M5X 1G5
ATTORNEY DOCKET NUMBER:	T1021283
NAME OF SUBMITTER:	GRANT TISDALL
SIGNATURE:	/GrantTisdall/

DATE SIGNED:

02/13/2020

Total Attachments: 33

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4. The director(s) is/are:
Administrateur(s) :

First name, middle names and surname <i>Prénom, autres prénoms et nom de famille</i>	Address for services, giving street & No. or R.R. No., Municipality, Province, Country and Postal code. <i>Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal</i>	Resident Canadian State 'Yes' or 'No' <i>Résident canadien Oui/Non</i>
Joshua Haacker	10877 Wilshire Blvd., Suite 1650 Los Angeles, California USA, 90024	No
Ron Hallett	935 Black Cherry Drive Oshawa, ON L1K 0P6	Yes

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

A - Amalgamation Agreement / Convention de fusion :



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

or
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
2134761 ONTARIO LTD.	2134761	2018	10	25
2657019 ONTARIO INC.	2657019	2018	10	25

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

None

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

The Corporation is authorized to issue:

- (a) an unlimited number of Class A Common shares;
- (b) an unlimited number of Class B Common shares;
- (c) an unlimited number of Class C Non-Voting Common shares; and
- (d) an unlimited number of Class D Convertible Preference shares.

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

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

See attached pages 4A to 4F.

A. CLASS A COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class A Common shares of the Corporation (the "**Class A Common Shares**") shall be as follows:

- (1) *Number of Class A Common Shares.* The Class A Common Shares shall consist of an unlimited number.
- (2) *Voting Rights.* The holders of the Class A Common Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class A Common Share held.
- (3) *Payment of Dividends.* The holders of the Class A Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and the payment of all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class A Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class B Common Shares and Class C Common Shares.

B. CLASS B COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class B Common shares of the Corporation (the "**Class B Common Shares**") shall be as follows:

- (1) *Number of Class B Common Shares.* The Class B Common Shares shall consist of an unlimited number.
- (2) *Voting Rights.* The holders of the Class B Common Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class B Common Share held.
- (3) *Payment of Dividends.* The holders of the Class B Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be

declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.

- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and the payment of all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class B Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class A Common Shares and Class C Common Shares.

C. CLASS C NON-VOTING COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class C Non-Voting Common shares of the Corporation (the "**Class C Common Shares**") shall be as follows:

- (1) *Number of Class C Common Shares.* The Class C Common Shares shall consist of an unlimited number.
- (2) *Non-Voting.* The holders of the Class C Common Shares shall not be entitled to vote at any meeting of the Corporation's shareholders, except as otherwise permitted by the *Business Corporations Act* (Ontario).
- (3) *Payment of Dividends.* The holders of the Class C Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class C Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class A Common Shares and Class B Common Shares.

D. CLASS D CONVERTIBLE PREFERENCE SHARES

The rights, privileges, restrictions and conditions attaching to the Class D Convertible Preference shares of the Corporation (the "**Class D Preference Shares**") shall be as follows:

- (1) *Number of Class D Preference Shares.* The Class D Preference Shares shall consist of an unlimited number.

- (2) *Voting Rights.* The holders of the Class D Preference Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class D Preference Share held.
- (3) *Payment of Dividends.* The holders of the Class D Preference Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Conversion.*
- (a) Optional Conversion by Holder. Each Class D Preference Share shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable Class A Class A Common Shares as is determined by dividing the Class D Original Issue Price by the Class D Conversion Price. In order for a holder of Class D Preference Shares to voluntarily convert Class D Preference Shares into Class A Common Shares, such holder shall surrender the certificate or certificates for such Class D Preference Shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Class D Preference Shares (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the Class D Preference Shares represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for Class A Common Shares to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the Class A Common Shares issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Class D Preference Shares, or to his, her or its nominees,

a certificate or certificates for the number of full Class A Common Shares issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the Class D Preference Shares represented by the surrendered certificate that were not converted into Class A Common Shares, (ii) pay in cash such amount as provided in Subsection D(4)(b) in lieu of any fraction of a Class A Common Share otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the Class D Preference Shares converted.

- (b) No Fractional Shares. No fractional Class A Common Shares shall be issued upon conversion of the Class D Preference Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a Class A Common Share as determined in good faith by the Board of Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number Class D Preference Shares the holder is at the time converting into Class A Common Shares and the aggregate number of Class A Common Shares issuable upon such conversion.
- (c) Effect of Conversion. All Class D Preference Shares which have been surrendered for conversion as herein provided shall be deemed to no longer be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion, except only the right of the holders thereof to receive Class A Common Shares in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section D(4)(b) and to receive payment of any dividends declared but unpaid thereon. Any Class D Preference Shares so converted shall be retired and cancelled and may not be reissued as shares of such series.
- (d) No Further Adjustment. Upon any conversion of Class D Preference Shares, no adjustment to the Class D Conversion Price shall be made for any declared but unpaid dividends on the Class D Preference Shares surrendered for conversion or on the Class A Common Shares delivered upon conversion.
- (5) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class D Preference Shares will be entitled to be paid out, before any payment shall be made to the holders of the Class A Common Shares, Class B Common Shares or Class C Common Shares, an amount per Class D Preference Share equal to the Class D Original Issue Price plus any declared but unpaid dividends owing on each Class D Preference Share. After payment of the foregoing amount, the holders of the Class D Preference Shares will not be entitled to share in any further distribution of property or assets of the Corporation among its shareholders. Despite this, if the aggregate amount available for distribution to the holders of Class D Preference Shares is less than the amount otherwise payable to them under the provisions of this Section D(5), then each Class D Preference Share will entitle its holder to a *pro rata* share of the amount available.

(6) *Adjustments to Class D Conversion Price.*

- (a) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Class D Share Original Issue Date effect a subdivision of the outstanding Class A Common Shares, the Class D Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of Class A Common Shares issuable on conversion of each Class D Preference Share shall be increased in proportion to such increase in the aggregate number of Class A Common Shares outstanding. If the Corporation shall at any time or from time to time after the Class D Share Original Issue Date combine the outstanding Class A Common Shares, the Class D Share Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of Class A Common Shares issuable on conversion of each such Class D Preference Share shall be decreased in proportion to such decrease in the aggregate number of Class A Common Shares outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.
- (b) Adjustment for Amalgamation, Arrangement or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, amalgamation or arrangement involving the Corporation in which the Class A Common Shares (but not the Class D Preference Shares) are converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsection D(6)(a)), then, following any such reorganization, recapitalization, reclassification, amalgamation or arrangement, each Class D Preference Share shall thereafter be convertible, in lieu of the Class A Common Shares into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of Class A Common Shares issuable upon conversion of one Class D Preference Share immediately prior to such reorganization, recapitalization, reclassification, amalgamation or arrangement would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section D(6) with respect to the rights and interests thereafter of the holders of the Class D Preference Shares, to the end that, the provisions set forth in this Section D(6) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Class D Preference Shares.
- (c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class D Conversion Price pursuant to this Section D(6), the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 business days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class D Preference Shares subject to the adjustment or readjustment a certificate setting forth such adjustment or readjustment (including the kind and amount of securities,

cash or other property into which the Class D Preference Shares is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Class D Preference Shares (but in any event not later than 10 business days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Class D Conversion Price then in effect, and (ii) the number of Class A Common Shares and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Class D Preference Shares.

- (7) *Defined Terms.* In this Part D, the following terms have the following meanings:
- (a) "**Class D Conversion Price**" shall initially be equal to the Class D Original Issue Price and subsequently adjusted in accordance with Section D(6).
 - (b) "**Class D Original Issue Date**" means the date on which the Corporation first issues any Class D Preference Shares.
 - (c) "**Class D Original Issue Price**" means C\$11.025 per Class D Preference Share.
- (8) *Waiver.* Any of the rights, powers, preferences and other terms of the Class D Preference Shares set forth herein may be waived on behalf of all holders of Class D Preference Shares by the affirmative written consent of holders of one hundred percent (100%) of the votes attaching to the Class D Preference Shares.

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

No securities, other than non-convertible debt securities, of the Corporation may be transferred without either:

- (a) the consent of the directors of the Corporation expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or
- (b) the consent of the shareholders of the Corporation, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

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

None

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

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

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

2134761 ONTARIO LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

JODI A. GLOVER

Director


Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

2657019 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

MICHAEL GANS

Director

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

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Signature / Signature

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By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

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

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

2134761 ONTARIO LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

JODI A. GLOVER

Director

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

2657019 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



MICHAEL GANS

Director

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

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Names of Corporations / Dénomination sociale des sociétés

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Signature / Signature

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Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Schedule "A-1"

STATEMENT OF DIRECTOR

RE: Amalgamation of 2134761 Ontario Ltd. and 2657019 Ontario Inc.

I, Jodi A. Glover, make this statement in respect of the amalgamation of 2134761 Ontario Ltd. and 2657019 Ontario Inc. (the "Amalgamation") pursuant to Section 178(2) of the *Business Corporations Act* (Ontario) (the "Act"):

1. I am a director of 2134761 Ontario Ltd. (the "Corporation").
2. I have conducted an examination of the books and records of the Corporation and have made any inquiries and investigations that are necessary to enable me to make this statement.
3. There are reasonable grounds for believing that:
 - (a) the Corporation is, and the amalgamated corporation (the "Amalgamated Corporation") continuing from the Amalgamation will be, able to pay their respective 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 of the Corporation will be prejudiced by the Amalgamation.

DATED October 25, 2018.


Jodi A. Glover

Schedule "A-2"

STATEMENT OF DIRECTOR

RE: Amalgamation of 2134761 Ontario Ltd. and 2657019 Ontario Inc.

I, Michael Gans, make this statement in respect of the amalgamation of 2134761 Ontario Ltd. and 2657019 Ontario Inc. (the "Amalgamation") pursuant to Section 178(2) of the *Business Corporations Act* (Ontario) (the "Act"):

1. I am a director of 2657019 Ontario Inc. (the "Corporation").
2. I have conducted an examination of the books and records of the Corporation and have made any inquiries and investigations that are necessary to enable me to make this statement.
3. There are reasonable grounds for believing that:
 - (a) the Corporation is, and the amalgamated corporation (the "Amalgamated Corporation") continuing from the Amalgamation will be, able to pay their respective 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 of the Corporation will be prejudiced by the Amalgamation.

DATED October 25, 2018.



Michael Gans

AMALGAMATION AGREEMENT

BETWEEN

2657019 ONTARIO INC.

– and –

2134761 ONTARIO LTD.

OCTOBER 25, 2018

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made on the 25th day of October, 2018,

BETWEEN :

2657019 ONTARIO INC., a corporation incorporated
under the laws of Ontario

- and -

2134761 ONTARIO LTD., a corporation incorporated
under the laws of Ontario

CONTEXT:

- A. 2657019 Ontario Inc. and 2134761 Ontario Ltd. are corporations existing under the *Business Corporations Act* (Ontario) (the "Act").
- B. 2657019 Ontario Inc. and 2134761 Ontario Ltd. have agreed to amalgamate in accordance with the Act upon the terms and conditions set out in this Agreement.
- C. 2657019 Ontario Inc. and 2134761 Ontario Ltd. have made full disclosure to one another of their respective assets and liabilities.
- D. The authorized capital of 2657019 Ontario Inc. consists of an unlimited number of common shares, of which 420,000 Common Shares are issued and outstanding as fully paid shares.
- E. The authorized capital of 2134761 Ontario Ltd. consists of an unlimited number of Class "A" Common Shares, an unlimited number of Class "B" Common Shares, an unlimited number of Class "A" Special shares, an unlimited number of Class "B" Special Shares, an unlimited number of Class "C" Special Shares, an unlimited number of Class "D" Special Shares, an unlimited number of Class "E" Special Shares, an unlimited number of Class A Preferred Shares and an unlimited number of Class "B" Preferred Shares of which 2,000,000 Class "A" Common Shares, 1,000,000 Class "B" Common Shares, 2,666 Class "A" Preferred Shares and 1,332 Class "B" Preferred Shares respectively are issued and outstanding as fully paid shares.

THEREFORE, the parties agree as follows:

1. Definitions

In this Agreement:

- 1.1 "Act" means the *Business Corporations Act* (Ontario) and all regulations made under that Act, as it may be amended or replaced;
- 1.2 "Agreement" means this agreement, including all schedules; as it may be confirmed, amended, modified, supplemented or restated by written agreement between the parties;
- 1.3 "Amalco" means the corporation formed pursuant to the Amalgamation of the Corporations;

- 1.4 “**Amalgamation**” means the amalgamation of the Corporations under Section 175 of the Act pursuant to the terms and conditions set out in this Agreement;
- 1.5 “**Articles**” means the Articles of Amalgamation signed by the Corporations, in the form prescribed by the Act and reflecting the terms and conditions set out in this Agreement, as applicable;
- 1.6 “**Certificate of Amalgamation**” means the Certificate of Amalgamation to be issued by the Director pursuant to the Act giving effect to the Articles;
- 1.7 “**Corporations**” means 2657019 Ontario Inc. and 2134761 Ontario Ltd.;
- 1.8 “**Director**” means the Director appointed by the Minister (as defined in the Act) to carry out the duties and exercise the powers attributed to the Director under the Act.
- 1.9 “**Effective Date**” means the date of the Amalgamation shown on the Certificate of Amalgamation;
- 1.10 “**Effective Time**” means 12:10 a.m. (Eastern Standard time) on the Effective Date;
- 1.11 “**Person**” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any governmental authority; and
- 1.12 “**Personal Information**” means information about an individual that allows the individual to be identified by the Person who holds that information.

2. Amalgamation

The Corporations agree to amalgamate and to continue as Amalco, as at the Effective Time, pursuant to the provisions of the Act and upon the terms and conditions set out in this Agreement.

3. Name

The name of Amalco will be Real Tech Holdings Inc.

4. Restrictions on Business and Powers

There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise.

5. Registered Office

The registered office of Amalco will be located in the Town of Whitby, in the Province of Ontario, and the municipal address of its registered office will be:

1150 Champlain Court, Unit 1
Whitby, Ontario
L1N 6K9

6. Authorized Share Capital

Amalco will be authorized to issue:

- 6.1 an unlimited number of shares of one class to be designated as Class A Common shares;
- 6.2 an unlimited number of shares of one class to be designated as Class B Common shares;
- 6.3 an unlimited number of shares of one class to be designated as Class C Non-Voting Common shares;
- 6.4 an unlimited number of shares of one class to be designated as Class D Convertible Preference shares.

7. Share Conditions

The rights, privileges, restrictions and conditions attaching to the Class A Common shares, Class B Common shares, Class C Non-Voting Common shares and Class D Convertible Preference shares of Amalco are as set out in Schedule 1 to this Agreement.

8. Conversion and Cancellation of Shares

8.1 Upon the Amalgamation becoming effective:

8.1.1 the outstanding shares of each Corporation that are held by or on behalf of the other Corporation will be cancelled without any repayment of capital; and

8.1.2 the other outstanding shares of each Corporation will be converted as follows:

- (A) the 1,946 issued Class A Preferred shares in the capital of 2134761 Ontario Ltd. will be converted into 176,508 Class B Common shares of Amalco, on the basis of 90.7029804727 Class B Common shares of Amalco for each Class A Preferred share of 2134761 Ontario Ltd.;
- (B) the 1,899,445 issued Class A Common shares in the capital of 2134761 Ontario Ltd. will be converted into 403,492 Class B Common shares of Amalco, on the basis of 0.21242626135 Common B shares of Amalco for each Class B Common share of 2134761 Ontario Ltd.; and
- (C) the 420,000 issued Common Shares in the capital of 2657019 Ontario Inc. will be converted into 420,000 Class A Common shares of Amalco, on the basis of 1 Class A Common share of Amalco for each Common Share of 2657019 Ontario Inc.

8.2 Upon the Amalgamation becoming effective, the foregoing conversion will result in the following shares being issued and outstanding as fully paid shares in the capital of Amalco:

Class of Shares	Number Issued and Outstanding
Class A Common shares	420,000

Class of Shares	Number Issued and Outstanding
Class B Common shares	580,000

8.3 After the Effective Date, the shareholders of the Corporations will, upon request by Amalco, surrender the certificate or certificates representing any shares owned by them, beneficially or legally in either Corporation, and, subject to the provisions of the Act and Section 8.1 of this Agreement, will be entitled to receive a certificate or certificates for shares of Amalco on the basis set out in Section 8.1 of this Agreement.

9. Board of Directors

The number of directors of Amalco will, until otherwise changed in accordance with the Act, be a minimum of 1 director and a maximum of 10 directors, and the first directors of Amalco will be:

Name	Address	Residence	Resident Canadian
Jodi A. Glover	1823 Esterbrook Drive Oshawa, ON L1K 0J5	1823 Esterbrook Drive Oshawa, ON L1K 0J5	Yes
James A. Glover	1823 Esterbrook Drive Oshawa, ON L1K 0J5	1823 Esterbrook Drive Oshawa, ON L1K 0J5	Yes
Ron Hallett	935 Black Cherry Drive Oshawa, ON L1K 0P6	935 Black Cherry Drive Oshawa, ON L1K 0P6	Yes
Devin Sloane	10877 Wilshire Blvd., Suite 1650, Los Angeles, California USA, 90024	10877 Wilshire Blvd., Suite 1650, Los Angeles, California USA, 90024	No
Joshua Haacker	10877 Wilshire Blvd., Suite 1650, Los Angeles, California USA, 90024	10877 Wilshire Blvd., Suite 1650, Los Angeles, California USA, 90024	No

The first directors will hold office until the close of the first annual meeting of the shareholders of Amalco or until their respective successors are elected or appointed. Subsequent directors will be elected by the shareholders each year by the majority of the votes cast at either a special meeting or the annual meeting of shareholders. The affairs and business of Amalco will be under the management of the directors, subject to the provisions of the Act.

10. By-laws

The directors of Amalco will adopt new by-laws, a copy of which may be examined at the registered office of 2134761 Ontario Ltd., at 1150 Champlain Court Unit 1, Whitby, Ontario, L1N 6K9 at any time during usual business hours prior to the Effective Date.

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11. Restrictions on Transfer of Securities

The Articles will state that no securities, other than non-convertible debt securities, of Amalco may be transferred without either:

- 11.1 the consent of the directors of Amalco expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or
- 11.2 the consent of the shareholders of Amalco, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

12. Other Provisions

Subject to the provisions of the Act, the following provisions will apply to Amalco:

- 12.1 None.

13. Effect of Amalgamation

Upon this Amalgamation becoming effective:

- 13.1 **Continuing Corporation.** The Corporations are amalgamated and continue as one corporation under the terms and conditions set out in this Agreement.
- 13.2 **Liabilities.** All liabilities and amounts receivable owed by each Corporation to the other Corporation, and any related security, will be cancelled.
- 13.3 **Assets and Liabilities.** Subject to Section 13.2, Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Corporations.
- 13.4 **Rights of Creditors.** Subject to Section 13.2, all rights of creditors against the properties, rights, assets, privileges and franchises of each of the Corporations and all liens, hypothecs, title retention, prior claims and encumbrances of any nature on their respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each of the Corporations will, from and after the Effective Time, attach to Amalco and may be enforced against it.
- 13.5 **Actions.** No action or proceeding by or against any of the Corporations will abate or be affected by the Amalgamation.

14. Filing of Articles of Amalgamation

Upon each of the Corporations and their shareholders approving this Agreement in accordance with the Act, the Corporations will sign the Articles, in duplicate, and deliver to the Director the Articles and all other documents required under the Act in order that a Certificate of Amalgamation be issued.

15. Personal Information—Post-Closing

Each Corporation agrees that, upon this Amalgamation becoming effective, Amalco will:

- 15.1 use and disclose the Personal Information under each Corporation's control at the time of the Amalgamation solely for the purposes that the Personal Information was collected or permitted to be used or disclosed before the Amalgamation;
- 15.2 neither use nor disclose the Personal Information for any purpose that was not permitted before the Amalgamation;
- 15.3 protect that Personal Information by security safeguards appropriate to the sensitivity of the information; and
- 15.4 give effect to any withdrawal of consent made in accordance with clause 4.3.8 of Schedule 1 to the *Personal Information Protection and Electronic Documents Act* (Canada).

16. Termination

This Agreement may be terminated by the board of directors of either of the Corporations at any time prior to the issuance of the Certificate of Amalgamation despite the approval of this Agreement by the shareholders of the Corporations.

17. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no representations, warranties or other agreements between the parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in contract or tort, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

19. Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- 19.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or
- 19.2 the legality, validity or enforceability of that provision in any other jurisdiction.

20. Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the parties to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such a waiver constitute a continuing waiver unless otherwise expressly provided.

21. Further Assurances

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or as may be required from time to time under applicable law, including securities legislation.

22. Counterparts

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.

23. Electronic Delivery

Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

SIGNATURE PAGE FOLLOWS

The parties have duly executed this Agreement as of the date written above.

2657019 ONTARIO INC.

Per:



Name: Michael Gans
Title: Director

2134761 ONTARIO LTD.

Per:

Name: Jodi A. Glover
Title: Chief Executive Officer

Signature Page to Amalgamation Agreement

PATENT
REEL: 051920 FRAME: 0639

The parties have duly executed this Agreement as of the date written above.

2657019 ONTARIO INC.

Per: _____
Name: Michael Gans
Title: Director

2134761 ONTARIO LTD.

Per: _____
Name: Jodi A. Glover
Title: Chief Executive Officer

Signature Page to Amalgamation Agreement

**PATENT
REEL: 051920 FRAME: 0640**

SCHEDULE 1

SHARE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS

A. CLASS A COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class A Common shares of the Corporation (the "**Class A Common Shares**") shall be as follows:

- (1) *Number of Class A Common Shares.* The Class A Common Shares shall consist of an unlimited number.
- (2) *Voting Rights.* The holders of the Class A Common Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class A Common Share held.
- (3) *Payment of Dividends.* The holders of the Class A Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and the payment of all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class A Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class B Common Shares and Class C Common Shares.

B. CLASS B COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class B Common shares of the Corporation (the "**Class B Common Shares**") shall be as follows:

- (1) *Number of Class B Common Shares.* The Class B Common Shares shall consist of an unlimited number.
- (2) *Voting Rights.* The holders of the Class B Common Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class B Common Share held.
- (3) *Payment of Dividends.* The holders of the Class B Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be

declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.

- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and the payment of all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class B Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class A Common Shares and Class C Common Shares.

C. CLASS C NON-VOTING COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class C Non-Voting Common shares of the Corporation (the "**Class C Common Shares**") shall be as follows:

- (1) *Number of Class C Common Shares.* The Class C Common Shares shall consist of an unlimited number.
- (2) *Non-Voting.* The holders of the Class C Common Shares shall not be entitled to vote at any meeting of the Corporation's shareholders, except as otherwise permitted by the *Business Corporations Act* (Ontario).
- (3) *Payment of Dividends.* The holders of the Class C Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment of the preferential amount owing to the holders of the Class D Preference Shares and all declared and unpaid dividends on the Class A Common Shares, Class B Common Shares and Class C Common Shares, the Class C Common Shares shall be entitled to receive all of the remaining property equally on a per share basis with the Class A Common Shares and Class B Common Shares.

D. CLASS D CONVERTIBLE PREFERENCE SHARES

The rights, privileges, restrictions and conditions attaching to the Class D Convertible Preference shares of the Corporation (the "**Class D Preference Shares**") shall be as follows:

- (1) *Number of Class D Preference Shares.* The Class D Preference Shares shall consist of an unlimited number.

- (2) *Voting Rights.* The holders of the Class D Preference Shares shall be entitled to receive notice of and to attend and vote at all annual and special meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Class D Preference Share held.
- (3) *Payment of Dividends.* The holders of the Class D Preference Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine; provided, however, that all dividends which the board of directors may determine to declare and pay shall be declared and paid in equal or equivalent amounts per share on all of the Class A Common Shares, Class B Common Shares, Class C Common Shares and Class D Preference Shares then outstanding without preference or distinction.
- (4) *Conversion.*
- (a) Optional Conversion by Holder. Each Class D Preference Share shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable Class A Class A Common Shares as is determined by dividing the Class D Original Issue Price by the Class D Conversion Price. In order for a holder of Class D Preference Shares to voluntarily convert Class D Preference Shares into Class A Common Shares, such holder shall surrender the certificate or certificates for such Class D Preference Shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Class D Preference Shares (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the Class D Preference Shares represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for Class A Common Shares to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the Class A Common Shares issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Class D Preference Shares, or to his, her or its nominees,

a certificate or certificates for the number of full Class A Common Shares issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the Class D Preference Shares represented by the surrendered certificate that were not converted into Class A Common Shares, (ii) pay in cash such amount as provided in Subsection D(4)(b) in lieu of any fraction of a Class A Common Share otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the Class D Preference Shares converted.

- (b) No Fractional Shares. No fractional Class A Common Shares shall be issued upon conversion of the Class D Preference Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a Class A Common Share as determined in good faith by the Board of Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number Class D Preference Shares the holder is at the time converting into Class A Common Shares and the aggregate number of Class A Common Shares issuable upon such conversion.
 - (c) Effect of Conversion. All Class D Preference Shares which have been surrendered for conversion as herein provided shall be deemed to no longer be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion, except only the right of the holders thereof to receive Class A Common Shares in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section D(4)(b) and to receive payment of any dividends declared but unpaid thereon. Any Class D Preference Shares so converted shall be retired and cancelled and may not be reissued as shares of such series.
 - (d) No Further Adjustment. Upon any conversion of Class D Preference Shares, no adjustment to the Class D Conversion Price shall be made for any declared but unpaid dividends on the Class D Preference Shares surrendered for conversion or on the Class A Common Shares delivered upon conversion.
- (5) *Participation upon Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class D Preference Shares will be entitled to be paid out, before any payment shall be made to the holders of the Class A Common Shares, Class B Common Shares or Class C Common Shares, an amount per Class D Preference Share equal to the Class D Original Issue Price plus any declared but unpaid dividends owing on each Class D Preference Share. After payment of the foregoing amount, the holders of the Class D Preference Shares will not be entitled to share in any further distribution of property or assets of the Corporation among its shareholders. Despite this, if the aggregate amount available for distribution to the holders of Class D Preference Shares is less than the amount otherwise payable to them under the provisions of this Section D(5), then each Class D Preference Share will entitle its holder to a *pro rata* share of the amount available.

(6) *Adjustments to Class D Conversion Price.*

- (a) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Class D Share Original Issue Date effect a subdivision of the outstanding Class A Common Shares, the Class D Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of Class A Common Shares issuable on conversion of each Class D Preference Share shall be increased in proportion to such increase in the aggregate number of Class A Common Shares outstanding. If the Corporation shall at any time or from time to time after the Class D Share Original Issue Date combine the outstanding Class A Common Shares, the Class D Share Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of Class A Common Shares issuable on conversion of each such Class D Preference Share shall be decreased in proportion to such decrease in the aggregate number of Class A Common Shares outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.
- (b) Adjustment for Amalgamation, Arrangement or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, amalgamation or arrangement involving the Corporation in which the Class A Common Shares (but not the Class D Preference Shares) are converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsection D(6)(a)), then, following any such reorganization, recapitalization, reclassification, amalgamation or arrangement, each Class D Preference Share shall thereafter be convertible, in lieu of the Class A Common Shares into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of Class A Common Shares issuable upon conversion of one Class D Preference Share immediately prior to such reorganization, recapitalization, reclassification, amalgamation or arrangement would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section D(6) with respect to the rights and interests thereafter of the holders of the Class D Preference Shares, to the end that, the provisions set forth in this Section D(6) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Class D Preference Shares.
- (c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class D Conversion Price pursuant to this Section D(6), the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 business days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class D Preference Shares subject to the adjustment or readjustment a certificate setting forth such adjustment or readjustment (including the kind and amount of securities,

cash or other property into which the Class D Preference Shares is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Class D Preference Shares (but in any event not later than 10 business days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Class D Conversion Price then in effect, and (ii) the number of Class A Common Shares and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Class D Preference Shares.

- (7) *Defined Terms.* In this Part D, the following terms have the following meanings:
- (a) “**Class D Conversion Price**” shall initially be equal to the Class D Original Issue Price and subsequently adjusted in accordance with Section D(6).
 - (b) “**Class D Original Issue Date**” means the date on which the Corporation first issues any Class D Preference Shares.
 - (c) “**Class D Original Issue Price**” means C\$11.025 per Class D Preference Share.
- (8) *Waiver.* Any of the rights, powers, preferences and other terms of the Class D Preference Shares set forth herein may be waived on behalf of all holders of Class D Preference Shares by the affirmative written consent of holders of one hundred percent (100%) of the votes attaching to the Class D Preference Shares.