

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI888224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/01/2025
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GALLIMORE PRODUCTS INC.	12/22/2024
GALLIGREEN CORPORATION	12/22/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	GALLIMORE PRODUCTS INC.
<b>Street Address:</b>	19 Waterman Avenue, Unit 16
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M4B 1Y2
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15086267
<b>Application Number:</b>	29653094
<b>Application Number:</b>	29570502
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6132328440
<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>	
<b>Phone:</b>	6132322486
<b>Email:</b>	us.mail@smartbiggar.ca
<b>Correspondent Name:</b>	Ms. Daphne Maravei
<b>Address Line 1:</b>	1000-55 METCALFE STREET
<b>Address Line 2:</b>	P.O. BOX 2999, STATION D
<b>Address Line 4:</b>	OTTAWA, CANADA K1P 6L5
<b>ATTORNEY DOCKET NUMBER:</b>	91009574 and others
<b>NAME OF SUBMITTER:</b>	Joelle St Louis
<b>SIGNATURE:</b>	/Joelle St Louis/
<b>DATE SIGNED:</b>	03/14/2025
<b>Total Attachments: 19</b>	

source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page1.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page2.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page3.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page4.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page5.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page6.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page7.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page8.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page9.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page10.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page11.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page12.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page13.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page14.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page15.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page16.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page17.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page18.tiff  
source=Gallimore Products Inc. - Certificate and Articles of Amalgamation#page19.tiff

## Certificate of Amalgamation

## Certificat de fusion

Business Corporations Act

Loi sur les sociétés par actions

**GALLIMORE PRODUCTS INC.**

Corporation Name / Dénomination sociale

**1001098751**

Ontario Corporation Number / Numéro de société de l'Ontario

This is to certify that these articles are effective on

La présente vise à attester que ces statuts entreront en  
vigueur le

**January 01, 2025 / 01 janvier 2025**

*V. Quintanilla W.*

Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

The Certificate of Amalgamation is not complete  
without the Articles of Amalgamation

Certified a true copy of the record of the  
Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*  
Director/Registrar



Le certificat de fusion n'est pas complet s'il ne  
contient pas les statuts de fusion

Copie certifiée conforme du dossier du  
ministère des Services au public et aux  
entreprises.

*V. Quintanilla W.*  
Directeur ou registrateur

**PATENT**  
**REEL: 070516 FRAME: 0003**



## Articles of Amalgamation

Business Corporations Act

**1. Amalgamated Corporation Name**  
GALLIMORE PRODUCTS INC.

**2. Registered Office Address**  
19 Waterman Avenue, Unit 16, Toronto, Ontario, M4B 1Y2, Canada

**3. Number of Directors**  
**Minimum/Maximum** Min 1 / Max 10

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

**Full Name**

GABRIEL GALLIMORE

**Resident Canadian**

Yes

**Address for Service**

19 Waterman Avenue, Unit 16, Toronto, Ontario, M4B 1Y2,  
Canada

**Full Name**

GAMILA GALLIMORE

**Resident Canadian**

Yes

**Address for Service**

19 Waterman Avenue, Unit 16, Toronto, Ontario, M4B 1Y2,  
Canada

**5. Method of Amalgamation**

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**PATENT**  
**REEL: 070516 FRAME: 0004**

A. Amalgamation Agreement

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.

The Name, OCN, and Date of Adoption/Approval for each amalgamating corporation are as follows:

Corporation Name	OCN	Date of Adoption/Approval
GALLIMORE PRODUCTS INC.	811478	December 22, 2024
GALLIGREEN CORPORATION	3036862	December 22, 2024

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":

None.

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

An unlimited number of Class A Common Shares, Class B Common Shares and Class C Special 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. If there is only one class of shares, enter "Not Applicable":

A. CLASS A COMMON SHARES

- 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. There shall be no obligation to declare a dividend on the Class A Common Shares in the event that a dividend is declared on the Class B Common Shares or the Class C Special Shares.
- Participation upon Liquidation, Dissolution or Winding-up:** In the event of the liquidation, dissolution, wind-up, 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 Common Shares shall be entitled to participate rateably in any distribution of the assets of the Corporation along with the holders of the Class B Common Shares, subject to payment of any Redemption Amount to the Class C Special Shares.
- Voting Rights:** The holders of the Class A Common Shares shall be entitled to receive notice of and attend all annual and special meetings of the shareholders of the Corporation and shall have one vote in respect of each Class A Common Share held at all such meetings, with the exception of any resolution to change the municipality or geographic township of the corporation's registered office to another place in Ontario, in which case each Class A Common share shall have two votes in respect of each

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar, Ministry of Public and Business Service Delivery

Class A Common Share.

**B. CLASS B COMMON SHARES**

1. **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. There shall be no obligation to declare a dividend on the Class B Common Shares in the event that a dividend is declared on the Class A Common Shares or the Class C Special Shares.
2. **Participation upon Liquidation, Dissolution or Winding-up:** In the event of the liquidation, dissolution, wind-up, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class B Common Shares shall be entitled to participate rateably in any distribution of the assets of the Corporation along with the holders of the Class A Common Shares, subject to payment of any Redemption Amount to the Class C Special Shares.
3. **Voting Rights:** The holders of the Class B Common Shares shall be entitled to receive notice of and attend all annual and special meetings of the shareholders of the Corporation and shall have one vote in respect of each Class B Common Share held at all such meetings, with the exception of any resolution to change the municipality or geographic township of the corporation's registered office to another place in Ontario, in which case each Class B Common Share shall have three votes in respect of each Class B Common Share.

**C. CLASS C SPECIAL SHARES**

1. **Payment of Dividends:** The holders of the Class C Special Shares shall be entitled to receive, and the Corporation shall pay to them, non-cumulative dividends as and when declared by the board of directors of the Corporation out of monies of the Corporation properly applicable to the payment of dividends. However, such dividends on the Class C Special Shares shall not exceed an amount equal to eight (8) percent of the Class C Redemption Amount of the issued and outstanding shares in any calendar year as at the time the dividend is declared. Furthermore, there shall be no obligation to declare a dividend on the Class C Special shares in the event that a dividend is declared on the Class A Common Shares or Class B Common Shares.
2. **Right to Redeem and Method of Redemption:** Subject to the applicable law at any time, and from time to time, the Corporation may, upon giving notice as later stated, redeem the whole or any part of the Class C Special Shares by paying for each share to be redeemed its Redemption Amount, and no more. "Redemption Amount" means, in respect of each Class C Special Share \$1.00 plus any declared and unpaid dividends on the Class C Special Share. Unless waived by the holders of the Class C Special shares, to redeem any Class C Special Share, the Corporation shall give 30 days written notice stating the details and date of the redemption. Subject to the other provisions of this paragraph, on the date specified in the notice the Corporation shall pay the Redemption Amount to the registered holder of the Class C Special Shares to be redeemed upon presentation and surrender of the Certificate representing such shares and the certificate shall be cancelled and the shares represented by it thereupon redeemed, and the holder will have no further rights in respect of such shares. If less than all the shares represented by the certificate are to be redeemed, the Corporation shall issue a new certificate for the shares which were not redeemed. The Corporation shall have the right, after notice of the redemption has been given but before the date specified in the notice, to deposit with any trust company or chartered bank to the credit of a holder of Class C Special Shares the Redemption Amount of such holder's Class C Special Shares, and the holder will have no further rights against the Corporation from the date specified in the notice in respect of the shares to be redeemed except, upon surrender of his or her certificate to receive payment for such shares out of the money that has been deposited.
3. **Redemption Amount Adjustment:** The provisions hereof in respect of the Class C Special Share Redemption Amount shall be subject to the provisions of this paragraph. In the event that the Canada Revenue Agency (the "Agency") determines that the fair market value of any property sold or transferred to, or exchanged with the Corporation in exchange for non-share consideration if any, and Class C Special Shares is greater or less than the non-share consideration, if any, and the Class C Special

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**PATENT**  
**REEL: 070516 FRAME: 0006**

Share Redemption Amount, as agreed and determined by the Corporation and the holders of the Class C Special Shares, the Class C Special Share Redemption Amount shall be increased or decreased to reflect the value, as ultimately determined of the Class C Special Shares. The adjustment to the Class C Special Share Redemption Amount per share shall be equal to the total increase or decrease so determined divided by the number of Class C Special Shares so issued. The Class C Special Share Redemption Amount of the Class C Special Shares so adjusted shall be deemed retroactively to the date of first issue to have been the Class C Special Share Redemption Amount. In the event that any of the Class C Special Shares have been redeemed prior to the date of the ultimate determination, cash settlements will be made by the holder of the said Class C Special Share or the Corporation as the case may be. Reference to value as ultimately determined herein shall have the following meaning:

- (i) such amount as may be agreed by the Agency, the Corporation and the holders of the Class C Special Shares, to have been the fair market value of the property sold, transferred or exchanged for such Class C shares; or
- (ii) in the absence of such agreement such amount as shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken) to be the fair market value of the property sold, transferred, or exchanged for such Class C Special Shares.

**4. Right of Retraction:** At any time, and from time to time, any holder of a Class C Special Share may require the Corporation to redeem some or all of his or her Class C Special Shares on the same terms and in the same manner as the Corporation may redeem Class C Special Shares. The Corporation shall redeem the number of Class C Special Shares stated in the notice given by the holder of Class C Special Shares by paying for each share to be redeemed its Redemption Amount.

**5. Purchase for Cancellation:** At any time, and from time to time, the Corporation may purchase for cancellation all or some of the Class C Special Shares for the Redemption Amount, and no more.

**6. Participation upon Liquidation, Dissolution, or Wind-up:** In the event of the liquidation, dissolution wind-up, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class C Special Shares shall be entitled to receive rateably, prior to any distribution of assets to the holders of the common shares, Class A Common Shares or Class B Common Shares, the Redemption Amount and no more.

**7. Voting Rights:** The holders of the Class C Special Shares shall not be entitled to receive notice of and shall not be entitled to attend any annual and special meetings of the shareholders of the Corporation, or to vote at any such meeting, unless and to the extent required by the Business Corporations Act.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of such shares.

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**PATENT**  
**REEL: 070516 FRAME: 0007**

10. Other provisions:

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

**(a) borrow money upon the credit of the Corporation;**

**(b) issue, re-issue, sell or pledge debt obligations of the Corporation;**

**(c) subject to the provisions of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and**

**(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.**

The board of directors may, from time to time, delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

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

**(e) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or**

**(f) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.**

The articles have been properly executed by the required person(s).

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**PATENT**  
**REEL: 070516 FRAME: 0008**

Supporting Document - Schedule "A"

Statement of a director or officer of each of the amalgamating corporations completed as required under subsection 178(2) of the Business Corporations Act.

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**Supporting Document - Schedule "B"**

A copy of the amalgamation agreement adopted by shareholders under subsection 176(4) of the Business Corporations Act

The endorsed Articles of Amalgamation are not complete without the Certificate of Amalgamation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

**PATENT**  
**REEL: 070516 FRAME: 0010**

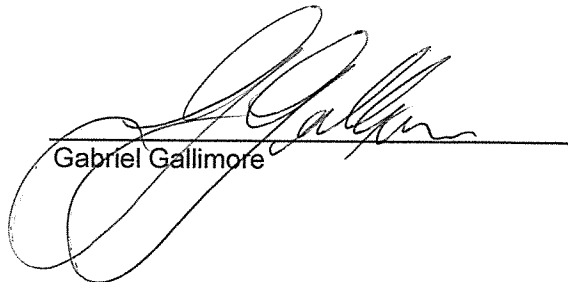
**SCHEDULE "A"**

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

I, Gabriel Gallimore, of the City of Toronto, in the Province of Ontario, hereby certify and state, in my capacity as a director and not in my personal capacity, as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario).
2. I am a director of each of Gallimore Products Inc. and Galligreen Corporation (collectively, the "**Amalgamating Corporations**") and as such have knowledge of the affairs of each of the Amalgamating Corporations.
3. I have conducted such examinations of the books and records of the Amalgamating Corporations as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that:
  - (i) each of the Amalgamating Corporations is, and the amalgamated corporation will be, able to pay its liabilities as they become due, and
  - (ii) 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.
5. There are reasonable grounds for believing that no creditor of the Amalgamating Corporations will be prejudiced by the amalgamation.
6. Based on the statements made above, the Amalgamating Corporations are not obliged to give notice to any creditor.

This Statement is made this 22 day of December, 2024.

  
\_\_\_\_\_  
Gabriel Gallimore

**THIS AMALGAMATION AGREEMENT** made as of 22 day of December, 2024.

**BETWEEN:**

**GALLIMORE PRODUCTS INC.**, a corporation formed under the laws of the Province of Ontario ("GPI")

- and -

**GALLIGREEN CORPORATION**, a corporation continued under the laws of the Province of Ontario ("GC")

**RECITALS:**

- A. GPI was formed by incorporation under the laws of the Province of Ontario by Articles of Incorporation dated December 22, 1988, and is governed by the Act (as defined below).
- B. GC was formed by incorporation under the laws of Canada and was continued under the laws of Ontario by Articles of Continuance dated December , 2024, and is governed by the Act.
- C. The authorized capital of GPI consists of: (a) an unlimited number of Common Shares, none of which are issued and outstanding; (b) an unlimited number of Class A Common Shares, 100 of which are issued and outstanding; (c) an unlimited number of Class B Common Shares of which none of which are issued and outstanding; and (d) an unlimited number of Class C Special Shares of which 1,348,000 are issued and outstanding as fully paid and non-assessable.
- D. The authorized capital of GC consists of an unlimited number of Common Shares of which 100 shares are issued and outstanding as fully paid and non-assessable.
- E. Under the authority conferred by the Act, each of GPI and GC desire and have agreed to amalgamate as one corporation upon the terms and conditions hereinafter set out.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 In this agreement:

- (a) "**Act**" means the *Business Corporations Act* (Ontario);
- (b) "**Corporation**" means the corporation formed by the amalgamation of the Amalgamating Corporations;
- (c) "**Amalgamating Corporations**" means GPI and GC;
- (d) "**Amalgamation**" means the amalgamation of the Amalgamating Corporations as herein provided;
- (e) "**Certificate**" means the Certificate of Amalgamation issued by the Director under the Act.

## **ARTICLE 2 - RECITALS**

- 2.1 The parties hereto confirm the truth and accuracy of the foregoing recitals and agree that such recitals are incorporated into this agreement.

## **ARTICLE 3 – AMALGAMATION**

- 3.1 Each of the Amalgamating Corporations hereby agrees to amalgamate effective on the date the Certificate is issued by the Ministry of Public and Business Service Delivery under section 174 of the Act and to continue as one corporation under the terms and conditions hereinafter set out.
- 3.2 Upon the issuance of a Certificate giving effect to the Amalgamation:
- (a) the Amalgamating Corporations shall be amalgamated and shall continue as one corporation effective on the date of the Certificate under the terms and conditions prescribed in this agreement;
  - (b) the Amalgamating Corporations shall cease to exist as entities separate from the Corporation;
  - (c) the Corporation shall possess all the property, rights, privileges and franchises and be subject to all the liabilities, including civil, criminal and quasi-criminal, and all the contracts, disabilities and debts of each of the Amalgamating Corporations;
  - (d) a conviction against, or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Corporation;
  - (e) the Articles of Amalgamation of the Corporation shall be deemed to be the articles of incorporation of the Corporation and the Certificate, except for purposes of subsection 117(1) of the Act, shall be deemed to be the certificate of incorporation of the Corporation; and
  - (f) the Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Amalgamation has become effective.
- 3.3 All rights of creditors against the property, rights and assets of the Amalgamating Corporations and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Corporations shall attach to the Corporation and may be enforced against it.
- 3.4 No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by the Amalgamation.

## **ARTICLE 4 - NAME**

- 4.1 The name of the Corporation shall be “**Gallimore Products Inc.**”

## **ARTICLE 5 - REGISTERED OFFICE**

- 5.1 The registered office of the Corporation shall be in the City of Toronto, in the Province of Ontario.
- 5.2 The address of the first registered office of the Corporation shall be:

19 Waterman Avenue, Unit #16  
Toronto, Ontario, M4B 1Y2

#### ARTICLE 6 - BY-LAWS

- 6.1 The by-laws of the Corporation shall be as set out in the front portion of the minute book of the Corporation. A copy of the proposed by-laws of the Corporation may be examined at the following address:

19 Waterman Avenue, Unit #16  
Toronto, Ontario, M4B 1Y2

#### ARTICLE 7 - DIRECTORS

- 7.1 The board of directors of the Corporation shall consist of a minimum of 1 director and a maximum of 10 directors, until changed in accordance with the Act. Until changed by special resolution of the shareholders of the Corporation, or if the directors of the Corporation are so authorized by special resolution of the shareholders of the Corporation, by resolution of the said directors, the board of directors of the Corporation shall consist of two directors, and the first directors of the Corporation shall be the following:

Name	Address	Resident Canadian
Gabriel Gallimore	19 Waterman Avenue, Unit #16, Toronto, Ontario, M4B 1Y2	Yes
Gamila Gallimore	19 Waterman Avenue, Unit #16, Toronto, Ontario, M4B 1Y2	Yes

- 7.2 The said first directors shall hold office until the first annual meeting of the shareholders of the Corporation, or until a successor is elected or appointed in accordance with the by-laws of the Corporation and the Act. The subsequent directors shall be elected each year thereafter by ordinary resolution at either an annual meeting of the shareholders or a special meeting of the shareholders by a majority of the votes cast at such meeting. The directors shall manage or supervise the management of the business and affairs of the Corporation, subject to the provisions of the Act.

#### ARTICLE 8 - AUTHORIZED CAPITAL

- 8.1 The Corporation is authorized to issue an unlimited number of:
- (a) Class A Common Shares
  - (b) Class B Common Shares
  - (c) Class C Special Shares
- 8.2 The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation are listed in Schedule "A" to this agreement.

## **ARTICLE 9 - ISSUANCE OF SHARES UPON AMALGAMATION**

9.1 The authorized but unissued shares and the issued and outstanding shares in the capital of the Amalgamating Corporations shall be respectively cancelled and/or converted into issued shares in the capital of the Corporation as follows:

- (a) GPI
  - (i) the 100 issued and outstanding Class A Common Shares in the capital of GPI shall be converted into 8,808 Class A Common shares of the Corporation and the remaining unissued Class A Common Shares in the capital of GPI shall be cancelled;
  - (ii) the authorized but unissued Common Shares in the capital of GPI shall be cancelled;
  - (iii) the authorized but unissued Class B Common Shares in the capital of GPI shall be cancelled; and
  - (iv) the 1,348,000 issued and outstanding Class C Special Shares in the capital of GPI shall be converted into 1,348,000 Class C Special Shares in the capital of the Corporation and the remaining unissued Class C Special Shares in the capital of GPI shall be cancelled.
- (b) GC
  - (i) the 100 issued and outstanding Common Shares in the capital of GC shall be converted into 1,192 Class B Common Shares of the Corporation and the remaining unissued Common Shares in the capital of GC shall be cancelled.

9.2 After the filing of Articles of Amalgamation in respect of this agreement and the issuance of a Certificate, the shareholders of the Amalgamating Corporations shall, when requested by the Corporation, surrender the certificates representing the shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act, in return shall be entitled to receive certificates for shares of the Corporation as set forth in section 10.1 herein on the basis aforesaid.

## **ARTICLE 10 - TRANSFER OF SHARES**

10.1 The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares without either:

- (a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
- (b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of such shares.

## **ARTICLE 11 - SPECIAL PROVISIONS**

11.1 Subject to the provisions of the Act, the following provisions shall apply to the Corporation:

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (c) subject to the provisions of the Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may, from time to time, delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

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

- (e) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
- (f) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

All officers and directors of the Corporation shall be shareholders of the Corporation.

#### **ARTICLE 12 – ACCOUNTANTS**

- 12.1 Allay LLP shall be the accountants of the Corporation until the first annual meeting of shareholders of the Corporation.

#### **ARTICLE 13 - FILING OF ARTICLES OF AMALGAMATION**

- 13.1 Upon the approval of this agreement by the shareholders of each of the Amalgamating Corporations in accordance with the requirements of the Act, the parties hereto shall jointly complete and file articles of amalgamation, in prescribed form with the Director appointed under the Act, providing for the amalgamation of GPI and GC upon and subject to the terms of this agreement.
- 13.2 This agreement may be terminated without cause or reason by the board of directors of any of the Amalgamating Corporations, notwithstanding the approval of this agreement by the shareholders of such Amalgamating Corporations, at any time prior to the endorsement of the Certificate.

**ARTICLE 14 - SHAREHOLDER APPROVAL**

- 14.1 This agreement is conditional upon the approval of the shareholders of GPI and GC in accordance with the provisions of the Act.

**ARTICLE 15 - EXECUTION IN COUNTERPARTS**

- 15.1 This agreement may be signed and delivered electronically and in counterparts, and each such counterpart when taken together shall constitute one and the same document.

**[signature page follows]**

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date first written above.

**GALLIMORE PRODUCTS INC.**

By: \_\_\_\_\_

Name: Gabriel Gallimore  
Title: Director

**GALLIGREEN CORPORATION**

By: \_\_\_\_\_

Name: Gabriel Gallimore  
Title: Director

## **SCHEDULE "A"**

The rights, privileges, restrictions and conditions attaching to the Class A Common Shares, Class B Common Shares and Class C Special Shares of the Corporation are as follows:

### **A. CLASS A COMMON SHARES**

1. **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. There shall be no obligation to declare a dividend on the Class A Common Shares in the event that a dividend is declared on the Class B Common Shares or the Class C Special Shares.

2. **Participation upon Liquidation, Dissolution or Winding-up:** In the event of the liquidation, dissolution, wind-up, 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 Common Shares shall be entitled to participate rateably in any distribution of the assets of the Corporation along with the holders of the Class B Common Shares, subject to payment of any Redemption Amount to the Class C Special Shares.

3. **Voting Rights:** The holders of the Class A Common Shares shall be entitled to receive notice of and attend all annual and special meetings of the shareholders of the Corporation and shall have one vote in respect of each Class A Common Share held at all such meetings, with the exception of any resolution to change the municipality or geographic township of the corporation's registered office to another place in Ontario, in which case each Class A Common share shall have two votes in respect of each Class A Common Share.

### **B. CLASS B COMMON SHARES**

1. **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. There shall be no obligation to declare a dividend on the Class B Common Shares in the event that a dividend is declared on the Class A Common Shares or the Class C Special Shares.

2. **Participation upon Liquidation, Dissolution or Winding-up:** In the event of the liquidation, dissolution, wind-up, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class B Common Shares shall be entitled to participate rateably in any distribution of the assets of the Corporation along with the holders of the Class A Common Shares, subject to payment of any Redemption Amount to the Class C Special Shares.

3. **Voting Rights:** The holders of the Class B Common Shares shall be entitled to receive notice of and attend all annual and special meetings of the shareholders of the Corporation and shall have one vote in respect of each Class B Common Share held at all such meetings, with the exception of any resolution to change the municipality or geographic township of the corporation's registered office to another place in Ontario, in which case each Class B Common Share shall have three votes in respect of each Class B Common Share.

**C. CLASS C SPECIAL SHARES**

1. **Payment of Dividends:** The holders of the Class C Special Shares shall be entitled to receive, and the Corporation shall pay to them, non-cumulative dividends as and when declared by the board of directors of the Corporation out of monies of the Corporation properly applicable to the payment of dividends. However, such dividends on the Class C Special Shares shall not exceed an amount equal to eight (8) percent of the Class C Redemption Amount of the issued and outstanding shares in any calendar year as at the time the dividend is declared. Furthermore, there shall be no obligation to declare a dividend on the Class C Special shares in the event that a dividend is declared on the Class A Common Shares or Class B Common Shares.

2. **Right to Redeem and Method of Redemption:** Subject to the applicable law at any time, and from time to time, the Corporation may, upon giving notice as later stated, redeem the whole or any part of the Class C Special Shares by paying for each share to be redeemed its Redemption Amount, and no more. "Redemption Amount" means, in respect of each Class C Special Share \$1.00 plus any declared and unpaid dividends on the Class C Special Share. Unless waived by the holders of the Class C Special shares, to redeem any Class C Special Share, the Corporation shall give 30 days written notice stating the details and date of the redemption. Subject to the other provisions of this paragraph, on the date specified in the notice the Corporation shall pay the Redemption Amount to the registered holder of the Class C Special Shares to be redeemed upon presentation and surrender of the Certificate representing such shares and the certificate shall be cancelled and the shares represented by it thereupon redeemed, and the holder will have no further rights in respect of such shares. If less than all the shares represented by the certificate are to be redeemed, the Corporation shall issue a new certificate for the shares which were not redeemed. The Corporation shall have the right, after notice of the redemption has been given but before the date specified in the notice, to deposit with any trust company or chartered bank to the credit of a holder of Class C Special Shares the Redemption Amount of such holder's Class C Special Shares, and the holder will have no further rights against the Corporation from the date specified in the notice in respect of the shares to be redeemed except, upon surrender of his or her certificate to receive payment for such shares out of the money that has been deposited.

3. **Redemption Amount Adjustment:** The provisions hereof in respect of the Class C Special Share Redemption Amount shall be subject to the provisions of this paragraph. In the event that the Canada Revenue Agency (the "Agency") determines that the fair market value of any property sold or transferred to, or exchanged with the Corporation in exchange for non-share consideration if any, and Class C Special Shares is greater or less than the non-share consideration, if any, and the Class C Special Share Redemption Amount, as agreed and determined by the Corporation and the holders of the Class C Special Shares, the Class C Special Share Redemption Amount shall be increased or decreased to reflect the value, as ultimately determined of the Class C Special Shares. The adjustment to the Class C Special Share Redemption Amount per share shall be equal to the total increase or decrease so determined divided by the number of Class C Special Shares so issued. The Class C Special Share Redemption Amount of the Class C Special Shares so adjusted shall be deemed retroactively to the date of first issue to have been the Class C Special Share Redemption Amount. In the event that any of the Class C Special Shares have been redeemed prior to the date of the ultimate determination, cash settlements will be made by the holder of the said Class C Special Share or the Corporation as the case may be. Reference to value as ultimately determined herein shall have the following meaning:

(i) such amount as may be agreed by the Agency, the Corporation and the holders of the Class C Special Shares, to have been the fair market value of the property sold, transferred or exchanged for such Class C shares; or

(ii) in the absence of such agreement such amount as shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken) to be the fair market value of the property sold, transferred, or exchanged for such Class C Special Shares.

4. **Right of Retraction:** At any time, and from time to time, any holder of a Class C Special Share may require the Corporation to redeem some or all of his or her Class C Special Shares on the same terms and in the same manner as the Corporation may redeem Class C Special Shares. The Corporation shall redeem the number of Class C Special Shares stated in the notice given by the holder of Class C Special Shares by paying for each share to be redeemed its Redemption Amount.

5. **Purchase for Cancellation:** At any time, and from time to time, the Corporation may purchase for cancellation all or some of the Class C Special Shares for the Redemption Amount, and no more.

6. **Participation upon Liquidation, Dissolution, or Wind-up:** In the event of the liquidation, dissolution wind-up, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class C Special Shares shall be entitled to receive rateably, prior to any distribution of assets to the holders of the common shares, Class A Common Shares or Class B Common Shares, the Redemption Amount and no more.

7. **Voting Rights:** The holders of the Class C Special Shares shall not be entitled to receive notice of and shall not be entitled to attend any annual and special meetings of the shareholders of the Corporation, or to vote at any such meeting, unless and to the extent required by the Business Corporations Act.