Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

RDM CORPORATION

Corporate name(s) of CBCA applicants / Dénomination(s) sociale(s) de la ou des sociétés LCSA requérantes

214818-8

Corporation number(s) / Numéro(s) de la ou des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Virginie Ethier

Director / Directeur

2017-04-04

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)

Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)

1- Name of the applicant corporation(s)	Corporation number
RDM CORPORATION	214818-8

2 - Name of the corporation(s) the articles of which are amended, if applicable	Corporation number

3 - Name of the corporation(s) created by amalgamation, if applicable	Corporation number
RDM Corporation	9862897

4 - Name of the dissolved corporation(s), if applicable	Corporation number

5 - Name of the other bodies corporate involved, if applicable	Corporation number or jurisdiction
10087220 Canada Corp.	1008722-0

6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.

In accordance with the plan of arrangement,

☐ a. the articles of the corporation(s) indicated in item 2, are amended.

If the amendment includes a name change, indicate the change below:

☑ b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number):

RDM CORPORATION - #214818-8
10087220 Canada Corp. - #1008722-0

☐ c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:

7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.

Signature:

Print name: STEVEN W FLEMING.

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding $5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

APR 0 4 2017

SCHEDULE "A"

1. **Corporate name of the amalgamated corporation.**

   RDM Corporation

2. **The province or territory in Canada where the registered office is situated (do not indicate the full address)**

   Ontario

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

   Unlimited number of common shares

4. **Restrictions, if any, on share transfers**

   Shares of the Corporation shall not be transferred without the consent of either:

   (a) the directors evidenced by a resolution passed or signed by them and recorded in the books of the Corporation; or

   (b) the holders of a majority in number of the outstanding voting shares of the Corporation.

5. **Minimum and maximum number of directors (for a fixed number of directors, indicate the same number in both boxes)**

   Min – 1 – Max 10

6. **Restrictions, if any, on the business the corporation may carry on**

   NONE.

7. **Other provisions, if any**

   a) The Corporation shall have a lien on any share registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to the Corporation.

   b) Debt securities, other than non-convertible debt securities, shall not be transferred without the restrictions on transfer contained in the applicable security holders' agreement, having been complied with.

   c) A holder of a fractional share shall be entitled to exercise voting rights and to receive dividends in respect of such fractional share.

Court File No.: CV-17-11709-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE JUSTICE CONWAY) Thursday, 2017 March 30

B Y :

RDM CORPORATION

Applicant

APPLICATION UNDER section 192 of the *Canada Business Corporations* Act, R.S.C. 1985, c. C-44, as amended and rule 14.05(2) of the *Rules of Civil Procedure*, relating to a proposed arrangement involving the applicant and its shareholders, Wausau Financial Systems, Inc. and 10087220 Canada Corp.

JUDGMENT APPROVING ARRANGEMENT

THIS APPLICATION was heard this day at Toronto, in the presence of counsel for the applicant and counsel for Wausau Financial Systems, Inc. and 10087220 Canada Corp., no one appearing in person or on behalf of any other person, although proper notice of the application was given, as appears from the supplementary affidavit of Randy Fowlie dated 2017 March 29, and the Interim Order of this Court dated 2017 February 23 having been complied with, as appears from the said supplementary affidavit of Randy Fowlie, and the court being advised that the Director appointed under the CBCA does not consider it necessary to appear.

ON READING THE NOTICE OF APPLICATION AND THE EVIDENCE FILED BY THE APPLICANT and on hearing the submissions of counsel for the applicant with respect to the arrangement (the "**Arrangement**") as described in the plan of arrangement proposed by the applicant in the form attached as Schedule A to this order (the "**Plan of Arrangement**"),

1. **THIS COURT ORDERS AND ADJUDGES** that the Arrangement, as described in the Plan of Arrangement, is fair and reasonable to the persons affected thereby, and is hereby approved.

2. **THIS COURT ORDERS** that the applicant may seek leave to vary this judgment on such terms and on giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this judgment, and to apply for such further order or orders as may be appropriate.

Conway J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 30 2017

PER / PAR:

Schedule A to judgment of Ontario Superior Court approving arrangement, dated 2017 March 30

Schedule A – Plan of Arrangement

PLAN OF ARRANGEMENT UNDER SECTION 192 OF THE *CANADA BUSINESS CORPORATIONS ACT*

1. INTERPRETATION

(a) Definitions: In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set forth below. Capitalized terms used herein and not otherwise defined have the respective meanings ascribed to them in the Arrangement Agreement:

"**Acquirer**" means 10087220 Canada Corp., a corporation existing under the laws of Canada;

"**Amalco**" means the continuing corporation resulting from the amalgamation of Target and Acquirer under the CBCA pursuant to the Arrangement;

"**Amalgamation**" has the meaning set out in Section 3(a)(ix);

"**Arrangement**" means the arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or supplement thereto made in accordance with the Arrangement Agreement and the provisions hereof or made at the direction of the Court in the Final Order with the consent of Target and Acquirer, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated February 13, 2017 between Parent, Acquirer and Target to which this Plan of Arrangement is attached as Schedule A, as supplemented, modified or amended;

"**Arrangement Resolution**" means the resolutions approving the Arrangement to be considered at the Target Meeting;

"**Articles of Arrangement**" means the articles of arrangement of Target in respect of the Arrangement required by the CBCA to be filed with the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to Target and Acquirer, each acting reasonably;

"**Business Day**" means any day, other than a Saturday or Sunday, upon which banks in Toronto, Ontario, Canada and Shoreview, Minnesota, United States are open for business;

"**CBCA**" means the *Canada Business Corporations Act;*

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement;

"**Consideration**" means $5.45 in cash per Target Share;

"**Court**" means the Ontario Superior Court of Justice (Commercial List);

"**Depositary**" means any trust company, bank or financial institution agreed to in writing between Acquirer and Target for the purpose of disbursing Consideration in accordance with the terms of the Arrangement;

"**Director**" means the Director appointed pursuant to Section 260 of the CBCA;

"**Dissent Procedures**" means the procedures set forth in Section 190 of the CBCA, as may be modified by the Interim Order, and Section 4 of this Plan of Arrangement, which are required to be taken by a registered Target Shareholder to exercise the right of dissent in respect of Target Shares in connection with the Arrangement;

"**Dissent Rights**" means the right of a registered Target Shareholder to dissent to the Arrangement Resolution and to be paid the fair value of the Target Shares in respect of which the holder dissents, all in accordance with the Interim Order and Section 4 hereof;

"**Dissent Shares**" has the meaning ascribed thereto in Section 3(a)(iv);

"**Dissenting Target Shareholder**" means a registered Target Shareholder who has duly exercised a Dissent Right in strict compliance with the Dissent Procedures;

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Plan of Arrangement;

"**Effective Time**" means 12:01 a.m., Toronto time, on the Effective Date, or such other time in Toronto, Ontario on the Effective Date as Target and Acquirer, each acting reasonably, may agree in writing prior to the Effective Date;

"**Encumbrance**" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, and "**Encumber**" means to create an Encumbrance;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of Target and Acquirer, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended (provided that any such amendment is acceptable to Target, Acquirer and Parent, each acting reasonably) on appeal;

"**Former Target Shareholders**" means a Target Shareholder immediately prior to the Effective Time and any Person who surrenders to the Depositary certificates representing Target Shares duly endorsed for transfer in accordance with the provisions set forth in the Letter of Transmittal, in each case other than a Dissenting Target Shareholder;

"**Interim Order**" means the interim order of the Court providing for, among other things, the calling and holding of the Target Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of Parent, Acquirer and Target);

"**Letter of Transmittal**" means the letter of transmittal contemplated pursuant to which Target Shareholders are required to deliver certificates representing Target Shares, and other documents as may be reasonably required by the Depositary, in order to receive the Consideration payable to them pursuant to the Arrangement;

"**Parent**" means Wausau Financial Systems, Inc., a company existing under the laws of Wisconsin;

"Permitted Dividend" means the quarterly dividend of $0.025 per Target Share payable on March 15, 2017 and, provided that the Effective Date has not yet occurred, June 15, 2017, September 15, 2017 and December 15, 2017, as the case may be;

"**Person**" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

"Plan of Arrangement" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and the Arrangement Agreement, or at the direction of the Court;

"**Target**" means RDM Corporation, a corporation existing under the laws of Canada;

"**Target Meeting**" means the annual and special meeting of Target Shareholders, including any adjournment or adjournments or postponement or postponements thereof, to be held for the purpose of obtaining approval by Target Shareholders of the Arrangement Resolution;

"**Target Options**" means the options to acquire Target Shares which have been issued pursuant to the Target Stock Option Plan;

"Target Rights Plan" means the shareholder rights plan agreement dated December 19, 2013 between Target and CST Trust Company;

"**Target Securities**" means, collectively, Target Shares, Target Options, Target RSUs and any other shares or securities of any nature heretofore issued by Target from time to time;

"**Target Shareholder**" means a holder of Target Shares;

"Target RSUs" means the cash-settled restricted share units which have been issued pursuant to the Target RSU Plan;

"Target RSU Plan" means the Restricted Share Unit Plan of Target effective as of February 19, 2016;

"**Target Shares**" means the common shares in the capital of Target;

"**Target Stock Option Plan**" means the amended and restated stock option plan of Target dated as of 2000, as amended as of December 18, 2007, and as further amended as of January 26, 2011; and

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

(b) Interpretation Not Affected by Headings. The headings contained in this Plan of Arrangement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph, clause or sub-clause hereof and include any agreement or instrument supplementary or ancillary hereto.

(c) Date for any Action. If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

(d) Number and Gender. In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders and neuter.

(e) References to Persons and Statutes. A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

(f) Currency. Unless otherwise stated in this Plan of Arrangement, all references herein to amounts of money are expressed in lawful money of Canada.

(g) Governing Law. This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2. ARRANGEMENT AGREEMENT

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement. This Plan of Arrangement will become effective at the Effective Time and will be binding at and after the Effective Time on Acquirer, Target, Amalco, the Depositary, Dissenting Target Shareholders and the registered and beneficial holders of the Target Securities.

3. THE ARRANGEMENT

(a) The Arrangement. Commencing at the Effective Time, the following shall occur and be deemed to occur in the following order without any further act or formality and, except as otherwise noted in this Section 3, with each transaction or event being deemed to occur immediately after the occurrence of the transaction or event immediately preceding it:

(i) for greater certainty, the Target Rights Plan shall terminate and cease to have any further force or effect;

(ii) (A) the Target Stock Option Plan and all agreements and other arrangements relating to the Target Options shall be terminated and shall be of no further force and effect, and (B) all names of holders of Target Options shall be removed from the applicable register, and (C) no person shall thereafter have any rights under the Target Stock Option Plan;

(iii) (A) the Target RSU Plan and all agreements and other arrangements relating to the Target RSUs shall be terminated and shall be of no further force and effect, and (B) all names of holders of Target RSUs shall be removed from the applicable register, and (C) no Person shall thereafter have any rights under the Target RSU Plan;

(iv) the Target Shares held by Dissenting Target Shareholders who have exercised Dissent Rights which remain valid immediately before the Effective Time ("**Dissent Shares**") shall, as of the Effective Time, be deemed to have been transferred to Acquirer (free and clear of any Encumbrances of any nature whatsoever) and Acquirer shall thereupon be obligated to pay the amount therefor determined and payable in accordance with Section 4 hereof and, as of the Effective Time, such Dissenting Target Shareholders shall cease to have any rights as Target Shareholders, other than the right to be paid the fair value of their Target Shares by Acquirer in accordance with the Dissent Rights and the name of each such Dissenting Target Shareholder shall be removed from the register of Target Shareholders maintained by or on behalf of Target;

(v) each issued and outstanding Target Share (other than those Target Shares acquired from a Dissenting Target Shareholder under Section 3(a)(iv)) shall be, and shall be deemed to be, transferred to, and acquired by, Acquirer (free and clear of any Encumbrance) in exchange for the Consideration;

(vi) each Former Target Shareholder shall cease to be a holder of the Target Shares so transferred and the name of such Former Target Shareholder shall be removed from the register of Target Shareholders maintained by or on behalf of Target as it relates to the Target Shares so transferred, and Acquirer shall become the holder of the Target Shares so transferred;

(vii) Target shall make an election to cease to be a "public corporation" under section 89(1) of Tax Act. For greater certainty, such election shall be deemed to have been made prior to the amalgamation of Target and Acquirer described in Section 3(a)(ix) hereof;

(viii) the stated capital of the outstanding Target Shares shall be reduced to \$1.00;

(ix) from and after the Effective Date, Acquirer and Target shall be amalgamated under the CBCA and continue as one corporation (Amalco) on the terms prescribed in this Plan of Arrangement (the "**Amalgamation**") as follows:

(1) the name of Amalco shall be "●";

(2) Amalco shall be authorized to issue an unlimited number of common shares without par value;

(3) the registered office of Amalco will be the registered office of Acquirer;

(4) there shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

(5) the directors of Amalco shall, until otherwise changed in accordance with the CBCA, consist of a minimum number of one and a maximum number of ten;

(6) the first directors of Amalco following the Amalgamation shall be the directors of Acquirer, whose names and addresses are set forth below:

[•]

(7) the by-laws of Amalco shall be the same as those of Acquirer, *mutatis mutandis*;

(8) the provisions of subsections 186(a), (b), (c), (d), (e) and (f) of the CBCA will apply to the Amalgamation with the result that:

(A) the Amalgamation of Acquirer and Target and their continuance as one corporation shall become effective;

(B) the property of each of Acquirer and Target shall continue to be the property of Amalco;

(C) Amalco shall continue to be liable for the obligations of each of Acquirer and Target;

(D) any existing cause of action, claim or liability to prosecution shall be unaffected;

(E) any civil, criminal or administrative action or proceeding pending by or against Acquirer or Target may continue to be prosecuted by or against Amalco; and

(F) any conviction against, or ruling, or order or judgment in favour of or against Acquirer or Target may be enforced by or against Amalco;

(9) the Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of amalgamation of Amalco and the certificate issued in respect of such Articles of Arrangement by the Director under the CBCA shall be deemed to be the certificate of amalgamation of Amalco;

(10) to the extent any provision of this Plan of Arrangement is deemed to be inconsistent with applicable laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency;

(x) on, and because of, the Amalgamation:

(1) each issued and outstanding Target Share shall be cancelled without any repayment of capital; and

(2) each issued and outstanding common share in the capital of Acquirer shall survive and continue as one common share in the capital of Amalco.

4. RIGHTS OF DISSENT

Each registered Target Shareholder shall be entitled to exercise Dissent Rights with respect to the Target Shares pursuant to and in the manner set forth in Section 190 of the CBCA as modified by the Interim Order and this Section 4; provided that, notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by Target not later than 5:00 p.m., Toronto time, on the Business Day that is two Business Days prior to the date of the Target Meeting (as it may be adjourned or postponed from time to time) and must strictly comply with all other provisions of Section 190 of the CBCA as modified by the Interim Order.

If the Arrangement is concluded, a registered Target Shareholder who exercises Dissent Rights in strict compliance with the Dissent Procedures shall be entitled to be paid by Acquirer the fair value of the Target Shares held by such Dissenting Target Shareholder in respect of which such Dissenting Target Shareholder dissents, determined as provided for in the CBCA, as modified by the Interim Order and this Section 4. Any such Dissenting Target Shareholder who exercises Dissent Rights and who:

(a) is ultimately entitled to be paid fair value for its Target Shares will be deemed to have transferred such Target Shares (free and clear of all Encumbrances) to Acquirer in accordance with Section 3(a)(iv) in consideration for a right to receive a payment for such fair value from Acquirer and will not be entitled to any other payment or consideration, including any payment that would be payable under the Plan of Arrangement had such holder not exercised its Dissent Rights in respect of such Target Shares; or

(b) is ultimately not entitled, for any reason, to be paid fair value for its Target Shares in respect of which they dissent, will be deemed to have participated in the Arrangement in respect of those Target Shares, on the same basis as a non-dissenting Target Shareholder and will be entitled to receive only the Consideration that such non-dissenting Target Shareholders are entitled to receive, on the basis set forth in Section 3(a)(v) and, for greater certainty, will be considered to have transferred such Target Shares in exchange for the Consideration pursuant to, and at the same time as the Target Shares were transferred by the other Former Target Shareholders pursuant to Section 3(a)(v).

In no case shall Acquirer, Target, or any other Person be required to recognize a Dissenting Target Shareholder as a registered or beneficial owner of Target Shares or any interest therein (other than the rights set out in this Section 4) at or after the Effective Time, and at the Effective Time the names of such Dissenting Target Shareholders shall be removed from the share register of Target and Acquirer shall be recorded as the registered holder of such Target Shares.

For greater certainty, in addition to any other restrictions in the Interim Order or under Section 190 of the CBCA, no Person will be entitled to exercise Dissent Rights with respect to Target Shares in respect of which a Person has voted in favour of the Arrangement Resolution.

5. DELIVERY OF CASH

(a) Deposit. At least one Business Day prior to the Effective Date, in accordance with the Arrangement Agreement, Acquirer shall deposit or cause to be deposited with the Depositary, for the benefit of the Former Target Shareholders cash in an amount equal to the Consideration payable to Former Target Shareholders pursuant to Section 3(a)(v).

(b) Letter of Transmittal. The Depositary will forward to each Target Shareholder, at the address of such Target Shareholder as it appears on the register for Target Shares, a Letter of Transmittal and instructions for obtaining delivery of the aggregate Consideration payable to such Target Shareholder.

(c) Entitlement to Consideration.

(i) Acquirer and Target shall cause the Depositary, as soon as practicable following the later of the Effective Date and the date of deposit with the Depositary of a duly completed Letter of Transmittal and the certificates representing the Target Shares or other documentation as provided in the Letter of Transmittal, to:

(1) forward or cause to be forwarded by first class mail (postage prepaid) to the Former Target Shareholders at the address specified in the Letter of Transmittal;

(2) if requested by the Former Target Shareholders in the Letter of Transmittal, make available at the Depositary for pick-up by the Former Target Shareholders; or

(3) if the Letter of Transmittal neither specifies an address nor contains a request as described in (2) above, forward or cause to be forwarded by first class mail (postage prepaid) to the Former Target Shareholders at the address of such Former Target Shareholders as shown on the share register maintained by Target as at the Effective Time,

a cheque representing the cash payment payable to such Former Target Shareholders to such Former Target Shareholders as determined in accordance with the provisions hereof.

(ii) No Former Target Shareholder shall be entitled to receive any consideration with respect to the Target Shares, other than the Consideration which they are entitled to receive in accordance with this Plan of Arrangement and, for greater certainty, no Former Target Shareholder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

(iii) After the Effective Time and until surrendered as contemplated by Section 5(c)(i) hereof, each certificate that immediately prior to the Effective Time represented one or more Target Shares shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration to which the holder of such certificate is entitled to receive in accordance with Section 5(c)(i) hereof.

(d) Other Target Securities. At the Effective Time, each and every certificate, document, agreement or other instrument, if any, formerly representing any and all other Target Securities or that represents or may be exercised for, or converted into, shares or other securities of Target shall be and shall be deemed to be cancelled, void and of no further force and effect without any further authorization, act or formality.

(e) Lost Certificates. In the event that any certificate which immediately prior to the Effective Time represented one or more Target Shares which were exchanged for Consideration in accordance with Sections 3 and 5 hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the Consideration which such Target Shareholder is entitled to receive in accordance with Sections 3 and 5 hereof. When authorizing such delivery of cash which such Target Shareholder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the Target Shareholder to whom cash is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Acquirer, Target and the Depositary in such amount as Acquirer, Target and the Depositary may reasonably direct, or otherwise indemnify Acquirer, Target and the Depositary in a manner satisfactory to Acquirer, Target and the Depositary, against any claim that may be made against Acquirer, Target or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the by-laws of Acquirer and Target, as the case may be.

(f) Termination of Rights. Any certificate formerly representing Target Shares that is not deposited, with all other documents as provided in this Section 5 on or before the sixth anniversary of the Effective Date, shall cease to represent any claim or interest of any kind or nature against Parent, Acquirer, Target or the Depositary and will be deemed to have been donated, surrendered and forfeited to Acquirer for no consideration.

(g) Withholding Rights. Acquirer, Target and the Depositary and any person acting on their behalf shall be entitled to deduct and/or withhold from any consideration payable or otherwise deliverable to any Person pursuant to the Arrangement and from all dividends or other distributions otherwise payable to any former holders of Target Securities such amounts as Acquirer, Target or the Depositary is required to deduct and/or withhold therefrom under any provision of the Tax Act or any other Applicable Law in respect of taxes including without limitation any amounts payable to Target Dissenting Shareholders or payable in respect of Target Securities, including Target Shares issued upon the exercise of Target Options. To the extent that such amounts are so deducted, withheld and/or remitted, such amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid; provided that, with respect to amounts withheld pursuant to the foregoing clause such withheld amounts are actually remitted to the appropriate taxing authority.

(h) Transfer Free of Claim. Any exchange or transfer of Target Shares pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

6. DIVIDENDS AND DISTRIBUTIONS

If, on or after the date of the Arrangement Agreement, Target declares, sets aside or pays any dividend or other distribution (other than the Permitted Dividend) payable in cash, securities, property or otherwise with respect to the Target Shares, or sets a record date therefor that is prior to the Effective Time, then the consideration to be received under this Plan of Arrangement shall be adjusted to reflect each such dividend or other distribution by way of a reduction in such consideration by an amount equal to the amount of such dividend or distribution per Target Share.

7. AMENDMENT

(a) Amendment.

(i) Acquirer and Target reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be approved by Acquirer and Target in a written document which is filed with the Court and, if made following the Target Meeting, then approved by the Court, and communicated to the Target Shareholders in the manner required by the Court (if so required).

(ii) Any amendment, modification or supplement to this Plan of Arrangement, if agreed to by Acquirer, may be made at any time prior to or at the Target Meeting, with or without any other prior notice or communication and, if so proposed and accepted by Persons voting at the Target Meeting (other than as may be required under the Interim Order) shall become part of this Plan of Arrangement for all purposes.

(iii) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the

Target Meeting will be effective only if it is consented to by Target, and Acquirer and, if required by the Court, by the Target Shareholders.

(iv) Notwithstanding the foregoing provisions of this Section 7, no amendment, modification or supplement of this Plan of Arrangement may be made prior to the Effective Time except in accordance with the terms of the Arrangement Agreement.

Court File No.: CV-17-11709-00CL

RDM Corporation
– Applicant –

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

(PROCEEDING COMMENCED AT TORONTO)

JUDGMENT APPROVING ARRANGEMENT

GOWLING WLG (CANADA) LLP
Barristers and solicitors
1 First Canadian Place
100 King Street West, Suite 1600
TORONTO, Ontario
M5X 1G5

Michael S. F. Watson
LSUC No.: 17996I

Telephone: (416) 369-7245
Facsimile: (416) 862-7661

E-mail: michael.watson@gowlingwlg.com

LAWYERS FOR THE APPLICANT