CORPORATE ACCESS NUMBER: 2018033411

Government
of Alberta ■

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

ZEDI INC.
IS THE RESULT OF AN AMALGAMATION FILED ON 2014/02/20.

BUSINESS CORPORATIONS ACT
(SECTION 193)

FORM 14.1

Alberta

ARTICLES OF ARRANGEMENT

1. NAME OF CORPORATION:	2. ALBERTA CORPORATE ACCESS NUMBER:
ZEDI INC. **1779958 ALBERTA LTD.**	2010831820 2017799582

3. In accordance with the order of the Court of Queen's Bench of Alberta dated February 18th, 2014 approving the arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta) (a copy of which is attached hereto as Schedule "A"), the Plan of Arrangement (a copy of which is attached as a Schedule to the Court Order) involving Zedi Inc., the shareholders of Zedi Inc. and 1779958 Alberta Ltd. is hereby effected.

The attached Plan of Arrangement effects an amalgamation of Zedi Inc. and 1779958 Alberta Ltd. under the name Zedi Inc. and the Articles of Amalgamation shall be as set out in the attached Schedule "B".

4. DATE	SIGNATURE	TITLE
February 20, 2014		President

REGISTERED ON
THE ALBERTA REGISTRIES
CORES SYSTEM
FEB 20 2014
CRM

SCHEDULE "A"

[See attached]

I hereby certify this to be a true copy of the original Order
dated this 18 day of Feb 2014
for Clerk of the Court

CLERK'S STAMP

CLERK OF THE COURT
FILED
FEB 18 2014
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	1401-00462
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	**ZEDI INC.**
	IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A., 2000, c. B-9, AS AMENDED
	AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ZEDI INC., 1779958 ALBERTA LTD., AND THE SHAREHOLDERS OF ZEDI INC.
DOCUMENT	**FINAL ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7 Attention: Ken Lenz Telephone No.: 403-298-3317 Fax No.: 403-265-7219 Client File No.: 47723-63
DATE ON WHICH ORDER WAS PRONOUNCED:	**February 18, 2014**
LOCATION OF HEARING:	**Calgary, Alberta**
NAME OF JUDGE WHO MADE THIS ORDER:	**Madam Justice K.M. Horner**

UPON the Originating Application (the "Application") of Zedi Inc. ("Zedi") for approval of a proposed Plan of Arrangement (the "Arrangement") pursuant to Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "ABCA");

AND UPON reading the said Application, the Affidavit of Matthew Heffernan sworn January 14, 2014, and the Supplemental Affidavit of Matthew Heffernan sworn February 18, 2014 and the Exhibits thereto;

AND UPON hearing counsel for Zedi;

AND UPON being advised that notice of this Application has been given to the Executive Director of the Alberta Securities Commission (the "Executive Director") as required by Subsection 193(8) of the ABCA and that the Executive Director neither consents to nor opposes it;

AND UPON being satisfied that notice of this Application has been effected in accordance with the Interim Order, and that no Notices of Intention to Appear were filed or served in respect of this Application;

AND UPON noting that for the purposes of this Order, the capitalized terms used but not defined in this Order shall have the meanings ascribed to them in the management information circular of Zedi dated January 17, 2014 (the "Circular"), which is attached as Exhibit "1" to the Supplemental Affidavit of Matthew Heffernan sworn February 18, 2014;

AND UPON being satisfied that a special meeting (the "Meeting") of the holders (the "Zedi Shareholders") of common shares in the capital of Zedi was called and conducted in accordance with the Interim Order of this Honourable Court filed January 16, 2014, that the required quorum was present at the Meeting and that the Zedi Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the said Interim Order;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any provision of the ABCA other than Section 193;

AND UPON the Court finding that the statutory requirements to approve the Arrangement have been fulfilled, that the Arrangement has been put forth in good faith and that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Zedi Shareholders and other affected parties;

AND UPON being satisfied that the Arrangement ought to be approved;

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

1. The Arrangement proposed by Zedi, in the form attached as Schedule "A" to this Order, is hereby approved pursuant to the provisions of Section 193 of the ABCA and will, upon the filing of the Articles of Arrangement become effective in accordance with its terms and be binding on Zedi, AcquisitionCo, the Zedi Shareholders and all other persons.

2. The Articles of Arrangement in respect of the Arrangement will be filed pursuant to the provisions of Section 193 of the ABCA on such date as Zedi determines, but in any event not later than March 15, 2014, subject to further Order of this Court, which further Order, advice or direction may be sought by Zedi or AcquisitionCo.

3. Service of notice of this Application, the notice in respect of the Meeting and the Interim Order is hereby deemed good and sufficient.

4. Service of this Order shall be made on all such persons who appeared on this Application, either by counsel or in person, but is otherwise dispensed with.

5. The provisions of Rule 6.13 of the Alberta *Rules of Court*, which would otherwise require a recorded hearing, are waived.

"K.M. Horner"

J.C.Q.B.A.

SCHEDULE "A"

PLAN OF ARRANGEMENT UNDER SECTION 193 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(a) "**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;

(b) "**AcquisitionCo**" means 1779958 Alberta Ltd., a corporation incorporated under the laws of Alberta;

(c) "**AcquisitionCo Common Shares**" means common shares in the capital of AcquisitionCo;

(d) "**AcquisitionCo Preferred Shares**" means preferred shares in the capital of AcquisitionCo;

(e) "**Amalco Preferred Shares**" means preferred shares in the capital of the Amalgamated Corporation;

(f) "**Amalco Shares**" means common shares in the capital of the Amalgamated Corporation;

(g) "**Amalgamated Corporation**" means the corporation resulting from the amalgamation of AcquisitionCo and Zedi pursuant to Section 3.1(g) of this Plan of Arrangement;

(h) "**Arrangement**" means the arrangement under section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the provisions of this Plan of Arrangement or made at the direction of the Court in the Final Order, with the consent of Zedi and AcquisitionCo, each acting reasonably;

(i) "**Arrangement Agreement**" means the arrangement agreement made as of December 18, 2013 between AcquisitionCo and Zedi, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms;

(j) "**Arrangement Resolution**" means the special resolution to approve the Arrangement to be presented to the Zedi Shareholders at the Zedi Meeting, in substantially the form set forth in the Zedi Circular;

(k) "**Articles of Arrangement**" means the articles of arrangement of Zedi in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted, giving effect to the Arrangement, which shall be in a form and content satisfactory to Zedi and AcquisitionCo, each acting reasonably;

(l) "**business day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;

(m) "**Cash Consideration**" means the cash amount to be paid for each Common Share, other than Common Shares held by On-Going Shareholders, pursuant to the terms of the Arrangement, being $1.05 per Common Share;

(n) "**Certificate of Arrangement**" means the certificate or proof of filing to be issued by the Registrar pursuant to subsection 193(11) or subsection 193(12) of the ABCA in respect of the Articles of Arrangement giving effect to the Arrangement;

(o) "**Common Shares**" means the common shares in the capital of Zedi;

(p) "**Court**" means the Court of Queen's Bench of Alberta;

(q) "**Depositary**" means such person as AcquisitionCo may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of Zedi, acting reasonably;

(r) "**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in Section 5.1 of this Plan of Arrangement and the Interim Order;

(s) "**Dissenting Shareholders**" means the registered holders of Common Shares who validly exercise, and have not withdrawn, Dissent Rights;

(t) "**Effective Date**" means the effective date of the arrangement, being the date shown on the Certificate of Arrangement;

(u) "**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date or such other time on the Effective Date as may be agreed to in writing by AcquisitionCo and Zedi;

(v) "**Election Form**" means the election form sent to On-Going Shareholders pursuant to which On-Going Shareholders may elect to exchange Common Shares for AcquisitionCo Common Shares pursuant to Section 3.1(c) hereof;

(w) "**Exchanged Common Share**" means a Common Share held by an On-Going Shareholder (other than a Common Share held in a Tax-Exempt Plan) in respect of which such On-Going Shareholder has made an election not less than two business days prior to the Effective Date pursuant to Section 3.1(c) hereof to exchange the Common Share for an AcquisitionCo Common Share;

(x) "**Final Order**" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA, in a form acceptable to Zedi and AcquisitionCo, each acting reasonably, as contemplated by the Arrangement Agreement, as such order may be amended by the Court (with the consent of both Zedi and AcquisitionCo, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Zedi and AcquisitionCo, each acting reasonably) on appeal;

(y) "**Governmental Entity**" means (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau or agency, domestic or foreign, (b) any subdivision, agency, agent or authority of any of the foregoing or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(z) "**Interim Order**" means the interim order of the Court under subsection 193(4) of the ABCA in a form acceptable to Zedi and AcquisitionCo, each acting reasonably, as contemplated by the Arrangement Agreement providing for, among other things, the calling and holding of the Zedi Meeting, as the same may be amended by the Court (with the consent of both Zedi and AcquisitionCo, each acting reasonably);

(aa) "**Letter of Transmittal**" means the letter of transmittal enclosed with the Zedi Circular pursuant to which Zedi Shareholders are required to deliver certificates representing the Common Shares in connection with the Arrangement;

(bb) "**Liens**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligations of any person, as well as any other agreement or arrangement with any similar effect whatsoever;

(cc) "**On-Going Shareholders**" means those Zedi Shareholders identified in writing by AcquisitionCo to Zedi not less than three business days prior to the date of mailing of the Zedi Circular in accordance with Section 2.5 of the Arrangement Agreement;

(dd) "**person**" includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

(ee) "**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this plan of arrangement and any amendments, variations or supplements hereto made in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order, with the consent of Zedi and AcquisitionCo, each acting reasonably;

(ff) "**Registrar**" means the Registrar of Corporations or the Deputy Registrar of Corporations duly appointed under section 263 of the ABCA;

(gg) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.) and the regulations thereto;

(hh) "**Tax-Exempt Plan**" means a registered retirement savings plan, registered retirement income fund, registered education savings plan, registered disability savings plan, deferred profit sharing plan or tax-free savings account (all as defined in the Tax Act) of which an On-Going Shareholder or the spouse of an On-Going Shareholder is an annuitant, beneficiary, plan holder or subscriber;

(ii) **"Zedi"** means Zedi Inc., a corporation amalgamated under the laws of the Province of Alberta;

(jj) **"Zedi Circular"** means the notice of the Zedi Meeting and the accompanying Zedi management information circular, including all schedules, appendices and exhibits thereto, to be sent to the Zedi Shareholders in connection with the Zedi Meeting, as amended, supplemented or otherwise modified;

(kk) **"Zedi DSUs"** means the outstanding deferred share units granted under the Zedi Employee RSU/DSU Plan;

(ll) **"Zedi Employee RSU/DSU Plan"** means the employee restricted share unit and deferred share unit plan of Zedi, as may be amended from time to time;

(mm) **"Zedi Meeting"** means the special meeting or meetings of the Zedi Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Arrangement Agreement and the Interim Order to consider the Arrangement;

(nn) **"Zedi Options"** means the options to purchase Common Shares granted under the Zedi Stock Option Plan;

(oo) **"Zedi RSUs"** means the outstanding restricted share units granted under the Zedi Employee RSU/DSU Plan;

(pp) **"Zedi Securityholders"** means, collectively, the Zedi Shareholders, the holders of Zedi Options, the holders of Zedi DSUs and the holders of Zedi RSUs;

(qq) **"Zedi Shareholders"** means the holders of the Common Shares; and

(rr) **"Zedi Stock Option Plan"** means the stock option plan of Zedi, as may be amended from time to time.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa. Words importing gender include all genders. The words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.5 **Time**

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time in Calgary, Alberta unless otherwise stipulated herein or therein.

1.6 **Currency**

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.7 **Statutory References**

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or rules promulgated thereunder from time to time in effect.

ARTICLE 2
EFFECT OF THE ARRANGEMENT

2.1 This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of, the Arrangement Agreement.

2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective at, and be binding upon Zedi, the Zedi Shareholders (to the extent applicable), Dissenting Shareholders, AcquisitionCo and all other persons as and from the Effective Time, without any further act or formality required on the part of any person except as expressly provided herein.

2.3 The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence set out therein.

2.4 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any party or person until the Effective Time.

ARTICLE 3
ARRANGEMENT

3.1 **The Arrangement**

At the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, without any further act or formality, unless specifically noted:

(a) subject to Section 5.1 hereof, the Common Shares held by Dissenting Shareholders shall be deemed to have been transferred to Zedi (free and clear of any Liens) for cancellation and:

(i) such Dissenting Shareholders shall cease to be the holders of such Common Shares, and to have any rights as holders of such Common Shares other than the right to be paid fair value for such Common Shares, as set out in Section 5.1 hereof; and

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Common Shares from the register of Common Shares maintained by or on behalf of Zedi;

(b) each Common Share outstanding immediately prior to the Effective Time other than Exchanged Common Shares or Common Shares held by a Dissenting Shareholder or in a Tax-Exempt Plan, shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for the Cash Consideration and:

(i) the Zedi Shareholders shall cease to be holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the Cash Consideration pursuant to this Section 3.1(b); and

(ii) such holders' names shall be removed as the holders from the register of Common Shares maintained by or on behalf of Zedi;

(c) each Common Share outstanding immediately prior to the Effective Time in respect of which an On-Going Shareholder has completed and returned an Election Form and Letter of Transmittal not less than two business days prior to the Effective Date pursuant to which the On-Going Shareholder elects to exchange such Common Share (an "**Exchanged Common Share**") for an AcquisitionCo Common Share shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for AcquisitionCo issuing one (1) AcquisitionCo Common Share for each Exchanged Common Share, provided that if any On-Going Shareholder does not make an election as set forth in this Section 3.1(c) as and when required by the Zedi Circular, then such On-Going Shareholder shall be deemed to have elected to receive Cash Consideration pursuant to Section 3.1(b) hereof and:

(i) the On-Going Shareholders shall cease to be holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to receive AcquisitionCo Common Shares pursuant to this Section 3.1(c);

(ii) such holders' names shall be removed as the holders of such Common Shares from the register of Common Shares maintained by or on behalf of Zedi; and

(iii) an amount equal to the aggregate stated capital of all the Common Shares exchanged pursuant to this Section 3.1(c) shall be added to the stated capital account maintained by AcquisitionCo for the issued and outstanding AcquisitionCo Common Shares;

(d) each Common Share outstanding immediately prior to the Effective Time that is held by a Tax-Exempt Plan shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for the Cash Consideration and:

(i) the Tax-Exempt Plans shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the Cash Consideration pursuant to this Section 3.1(d); and

(ii) such holders' names shall be removed as the holders of such Common Shares from the register of Common Shares maintained by or on behalf of Zedi;

(e) the stated capital account for the Common Shares shall be reduced to $1.00 without any repayment of capital or payment of any other consideration therefor;

(f) AcquisitionCo shall be deemed to be the transferee of the Common Shares pursuant to Sections 3.1(b), (c) and (d) (free and clear of any Liens) and shall be entered in the register of Common Shares maintained by or on behalf of Zedi;

(g) AcquisitionCo and Zedi shall be amalgamated and continue as the Amalgamated Corporation in accordance with the following:

(i) the name of the Amalgamated Corporation shall be Zedi Inc.;

(ii) the articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of incorporation of AcquisitionCo;

(iii) the authorized capital of the Amalgamated Corporation shall be the authorized capital of AcquisitionCo and shall be comprised of Amalco Shares and Amalco Preferred Shares;

(iv) all of the Common Shares, all of which shall then be held by AcquisitionCo, shall be, and shall be deemed to be, cancelled without any repayment of capital or payment of any other consideration in respect of those shares;

(v) each issued and outstanding AcquisitionCo Common Share shall be, and shall be deemed to be, converted into one Amalco Share, and an amount equal to the aggregate stated capital of the issued and outstanding AcquisitionCo Common Shares shall be added to the stated capital account maintained by the Amalgamated Corporation for the Amalco Shares;

(vi) each issued and outstanding AcquisitionCo Preferred Share shall be, and shall be deemed to be, converted into one Amalco Preferred Share, and an amount equal to the aggregate stated capital of the issued and outstanding AcquisitionCo Preferred Shares shall be added to the stated capital account maintained by the Amalgamated Corporation for the Amalco Preferred Shares;

(vii) each Tax-Exempt Plan from which Common Shares were purchased for Cash Consideration pursuant to Section 3.1(d) hereof shall, and shall be deemed to, use such Cash Consideration to subscribe for a number of Amalco Shares equal to the number of Common Shares that were purchased from such Tax-Exempt Plan pursuant to Section 3.1(d) hereof at a subscription price of $1.05 for each Amalco Share issued pursuant to this Section 3.1(g)(vii);

(viii) the Amalgamated Corporation shall, and shall be deemed to, allot and issue the Amalco Shares for which subscriptions have been received from Tax-Exempt Plans pursuant to Section 3.1(g)(vii) hereof, and an amount equal to the aggregate consideration received by the Amalgamated Corporation from Tax-Exempt Plans pursuant to Section 3.1(g)(vii) hereof shall be added to the stated capital account maintained by the Amalgamated Corporation for the Amalco Shares;

(ix) the unanimous shareholder agreement of AcquisitionCo in effect immediately prior to the Effective Date shall be the unanimous shareholder agreement of the Amalgamated Corporation, *mutatis mutandis*;

(x) the property of each of the amalgamating corporations (other than the Common Shares) shall continue to be the property of the Amalgamated Corporation;

(xi) the Amalgamated Corporation shall continue to be liable for the obligations of each of the amalgamating corporations;

(xii) any existing cause of action, claim or liability to prosecution of either of the amalgamating corporations shall be unaffected;

(xiii) any civil, criminal or administrative action or proceeding pending by or against either of the amalgamating corporations may be continued to be prosecuted by or against the Amalgamated Corporation;

(xiv) a conviction against, or ruling, order or judgment in favor of or against, either of the amalgamating corporations may be enforced by or against the Amalgamated Corporation;

(xv) the articles of amalgamation of the Amalgamated Corporation shall be deemed to be the articles of incorporation of the Amalgamated Corporation, and the certificate of amalgamation of the Amalgamated Corporation shall be deemed to be the certificate of incorporation of the Amalgamated Corporation;

(xvi) the by-laws of the Amalgamated Corporation shall be the by-laws of AcquisitionCo, except that references therein to AcquisitionCo shall be changed to Zedi Inc.;

(xvii) there shall be a minimum of five (5) up to a maximum of seven (7) directors of the Amalgamated Corporation, of which the first five (5) directors shall be:

Name	Municipality of Residence
Matthew Heffernan	Calgary, Alberta, Canada
Martin Lambert	Calgary, Alberta, Canada
David Johnson	Calgary, Alberta, Canada
Stephen Orr	Toronto, Ontario, Canada
Keith Templeton	Calgary, Alberta, Canada

(xviii) the first officers of the Amalgamated Corporation shall be:

Name	Office
Matthew Heffernan	President and Chief Executive Officer
Grant Exner	Chief Financial Officer
Robert Gordon	General Counsel and Corporate Secretary
Clem Gaudet	Chief Operations Officer
Larry Spagnolo	Senior Vice-President, Customer Solutions
James Freeman	Chief Technical Officer

(xix) the registered office of the Amalgamated Corporation shall be:

902 – 11th Avenue S.W., Calgary, Alberta T2R 0E7.

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Forthwith following the Effective Time, AcquisitionCo and Zedi shall, subject to Section 4.1(b) of this Plan of Arrangement, cause to be paid to the Zedi Shareholders the amounts payable in respect of the Common Shares required by Section 3.1 of this Plan of Arrangement, as applicable.

(b) Upon surrender to the Depositary for cancellation of a certificate or certificates (as applicable) which, immediately prior to the Effective Time, represented outstanding Common Shares that were transferred to AcquisitionCo pursuant to Section 3.1(b), 3.1(c) or 3.1(d) hereof, as applicable, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, Zedi Shareholders, represented by such surrendered certificate(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the consideration which such holder has the right to receive under this Plan of Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.3 hereof, as applicable, and less any amounts used by a Tax-Exempt Plan to subscribe for Amalco Shares pursuant to Section 3.1(g)(vii) hereof, and any certificate(s) so surrendered shall forthwith be cancelled.

(c) From and after the Effective Time, each certificate that immediately prior to the Effective Time represented the Common Shares shall be deemed to represent only the right to receive the consideration in respect of such the Common Shares required under this Plan of Arrangement, less any amounts withheld pursuant to Section 4.3 hereof. Any such certificate formerly representing the Common Shares not duly surrendered on or before the day that is three years less one day from the Effective Date shall cease to represent a claim by or interest of any kind or nature against or in any of Zedi or AcquisitionCo. On such date, any and all consideration to which such former holder was entitled shall be deemed to have been surrendered to AcquisitionCo or Zedi, as applicable.

(d) Any payment made by way of cheque by the Depositary or AcquisitionCo pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or AcquisitionCo or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Time shall be returned by the Depositary to AcquisitionCo and any right or claim to payment hereunder that remains outstanding on the day that is three years less one day from the Effective Date shall cease to represent a right or claim by or interest of any kind or nature and the right of a former holder of the Common Shares to receive the consideration for such Common Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to AcquisitionCo for no consideration.

(e) No former holder of Common Shares shall be entitled to receive any consideration with respect to such Common Shares other than the consideration to which such former holder is entitled to receive in accordance with this Section 4.1 and, for greater certainty, no such holder with be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 **Lost Certificates**

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 3.1(b), 3.1(c) or 3.1(d) of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, AcquisitionCo or the Depositary, as applicable, will pay and deliver in exchange for such lost, stolen or destroyed certificate, the Cash Consideration or AcquisitionCo Common Shares to which the holder is entitled pursuant to this Plan of Arrangement. When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the person to whom such consideration is to be paid and delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to AcquisitionCo and the Depositary (acting reasonably) in such sum as AcquisitionCo and the Depositary may direct, or otherwise indemnify AcquisitionCo and the Depositary in a manner satisfactory to AcquisitionCo and the Depositary, acting reasonably, against any claim that may be made against AcquisitionCo and the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 **Withholding Rights**

Zedi, AcquisitionCo and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Zedi Shareholder under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 5.1 hereof), such amounts as Zedi, AcquisitionCo or the Depositary determines, acting reasonably, are required to be deducted and withheld from such consideration in accordance with the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other applicable law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority.

ARTICLE 5
DISSENT RIGHTS

5.1 Dissent Rights

Registered Zedi Shareholders may exercise Dissent Rights with respect to the Common Shares held by such holders in connection with the Arrangement pursuant to the procedure set forth in Section 191 of the ABCA, as modified by the Interim Order, provided that Zedi Shareholders who exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Common Shares shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a) hereof) and shall be paid an amount equal to such fair value by Zedi and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Shareholders not exercised their Dissent Rights in respect of such Common Shares and they shall be deemed to have transferred their Common Shares to Zedi for cancellation; or

(b) are ultimately not entitled, for any reason, to be paid fair value for their Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration contemplated in Section 3.1(b) hereof that such Zedi Shareholder would have received pursuant to the Arrangement if such Zedi Shareholder had not exercised Dissent Rights, but further provided that in no case shall Zedi or AcquisitionCo or any other person be required to recognize Zedi Shareholders who exercise Dissent Rights as Zedi Shareholders after 5:00 p.m. (Calgary time) on the day that is two business days immediately preceding the date of the Zedi Meeting (as it may be adjourned or postponed from time to time), and the names of such Zedi Shareholders who exercise Dissent Rights shall be removed from the register of Common Shares at the Effective Time.

In addition to any other restrictions under Section 191 of the ABCA, none of the: (i) holders of Zedi Options; (ii) holders of Zedi DSUs; (iii) holders of Zedi RSUs; and (iv) Zedi Shareholders who vote or have instructed a proxyholder to vote their Common Shares in favor of the Arrangement Resolution (but only in respect of such Common Shares), shall be entitled to exercise Dissent Rights.

ARTICLE 6
AMENDMENT

6.1 Amendment of this Plan of Arrangement

(a) Zedi and AcquisitionCo 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 contained in a written document which is: (i) filed with the Court and, if made following the Zedi Meeting, approved by the Court; and (ii) communicated to the Zedi Shareholders in the manner required by the Court (if so required).

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Zedi and AcquisitionCo at any time prior to or at the Zedi Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the Zedi Shareholders, shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Zedi Meeting shall be effective only: (i) if it is consented to by Zedi and AcquisitionCo (each acting reasonably); and (ii) if required by the Court or applicable law, it is consented to by Zedi Shareholders.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by AcquisitionCo, provided that it concerns a matter that, in the reasonable opinion of AcquisitionCo, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Zedi Securityholder.

SCHEDULE "B"
BUSINESS CORPORATIONS ACT

Alberta

Articles of Amalgamation

1. Name of Amalgamated Corporation

ZEDI INC.

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

See Share Structure Schedule attached hereto.

3. Restrictions on share transfers (if any):

See Restrictions on Share Transfers Schedule attached hereto.

4. Number, or minimum and maximum number of directors:

Not less than 1 directors and not more than 15 directors.

5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):

No Restrictions

6. Other provisions (if any):

See Other Rules or Provisions Schedule attached hereto.

7. Name of Amalgamating Corporations	Corporate Access Number
Zedi Inc.	2010831820
1779958 Alberta Ltd.	2017799582

4. DATE	SIGNATURE	TITLE
February 20, 2014	[signature]	President

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SHARE STRUCTURE SCHEDULE

The Corporation is authorized to issue:

- an unlimited number of common shares, and
- 9,523,810 Convertible Preferred Shares,

having attached thereto the rights, privileges, restrictions and conditions hereinafter set forth.

COMMON SHARES

There shall be attached to the common shares, the following rights, privileges, restrictions and conditions, namely:

1. The holders of common shares shall be entitled to receive notice of, and to vote at every meeting of the shareholders of the Corporation and shall have one (1) vote thereat for each such common share so held.

2. Subject to the rights, privileges, restrictions and conditions attached to any preferred shares of the Corporation, the holders of common shares shall be entitled to receive such dividend as the directors may from time to time, by resolution, declare.

3. Subject to the rights, privileges, restrictions and conditions attached to any preferred shares of the Corporation, in the event of liquidation, dissolution or winding up of the Corporation or upon any distribution of the assets of the Corporation among shareholders being made (other than by way of dividend out of monies properly applicable to the payment of dividends) the holders of common shares shall be entitled to share pro rata.

CONVERTIBLE PREFERRED SHARES

The Corporation is authorized to issue 9,523,810 Convertible Preferred Shares (the "Convertible Preferred Shares"). The Convertible Preferred Shares shall have attached thereto the rights, privileges, restrictions and conditions set forth herein.

ARTICLE 1
INTERPRETATION

1.1 Definitions

For the purposes of these Convertible Preferred Share provisions, the following terms shall have the following meanings unless the subject matter or context otherwise requires:

(a) "**Act**" means the Business Corporations Act (Alberta), as amended from time to time.

(b) "**Acquisition**" means the acquisition by the Corporation of all the issued and outstanding securities of Zedi pursuant to the Arrangement Agreement.

(c) "**Affiliate**" has the meaning given to it in the Act.

(d) "**Amalgamated Corporation**" means the corporation resulting from the amalgamation of the Corporation and Zedi pursuant to the Arrangement Agreement.

(e) **"Alternative Liquidation Event"** means a voluntary or involuntary liquidation, dissolution or winding-up of the Corporation (including any distribution of assets in connection with a Liquidity Event).

(f) **"Arm's Length"** has the meaning given to it in the Income Tax Act (Canada).

(g) **"Arrangement Agreement"** means the arrangement agreement between the Corporation and Zedi made as of December 18, 2013, as amended.

(h) **"Board of Directors"** means the board of directors of the Corporation.

(i) **"Convertible Preferred Shares"** means the Convertible Preferred Shares in the capital of the Corporation.

(j) **"Common Shares"** means common shares in the capital of the Corporation.

(k) **"Convertible Preferred Share Liquidation Amount"** means $1.26 per Convertible Preferred Share.

(l) **"Conversion Date"** has the meaning set forth in Section 4.3.

(m) **"Conversion Rate"** has the meaning set forth in Section 4.2.

(n) **"Corporation"** means 1779958 Alberta Ltd. and any successor corporation resulting from any amalgamation, merger, arrangement or other corporate reorganization, including without limitation, the Amalgamated Corporation upon completion of the Acquisition.

(o) **"EBITDA"** means, at any particular time, the consolidated earnings before interest, income taxes, depreciation, amortization, unrealized foreign exchange loss/gain and loss/gain on disposal of property, plant and equipment of the Corporation and its subsidiaries, as historically reported by Zedi in its management discussion and analysis filed on SEDAR in compliance with the requirements of applicable securities laws.

(p) **"Fair Market Value"** means, in respect of assets other than securities, their fair market value as determined in good faith by the Board of Directors, and in respect of securities, subject to Section 8.4:

(i) if such securities are not subject to any statutory hold periods or contractual restrictions on transfer:

(A) if traded on one or more securities exchanges or markets, the weighted average of the closing prices of such securities on the exchange or market on which the securities are primarily traded over the 30-day period ending three days prior to the relevant date;

(B) if actively traded over-the-counter, the weighted average of the closing bid or sale prices (whichever are applicable) over the 30-day period ending three days prior to the relevant date; or

(C) if there is no active public market, the fair market value of such securities as determined in good faith by the Board of Directors, but no discount or premium is to be applied to their valuation on the basis of the securities constituting a minority block or a majority block of securities; or

(ii) if such securities are subject to statutory hold periods or contractual restrictions on transfer, or both, the fair market value of such securities as determined by applying an appropriate discount, as determined in good faith by the Board of Directors, to the value as calculated in accordance with the definition of "Fair Market Value" in paragraph (i) immediately above.

(q) **"Holders"** means, at any time, the holders of outstanding Convertible Preferred Shares, and "Holder" means any one holder of Convertible Preferred Shares.

(r) **"IPO"** means an initial public offering, whether on a treasury or secondary basis, resulting in the sale of Shares or other securities of the Corporation to the public and such Shares or other securities are listed and posted for trading on a stock exchange recognized for resale purposes by the Alberta Securities Commission.

(s) **"Liquidity Event"** means:

(i) the completion of an IPO,

(ii) the sale of all or substantially all of the Shares for cash or securities,

(iii) a merger, amalgamation, arrangement, reverse takeover or other similar transaction involving the Corporation pursuant to which the holders of Shares receive cash or securities,

(iv) the sale of all or substantially all of the assets of the Corporation followed by a liquidating distribution of cash or securities to the shareholders of the Corporation entitled to assets upon a liquidating distribution;

provided that, in the event that the consideration received by the holders of Shares for their Shares is in the form of securities and not cash, then a "Liquidity Event" shall only have occurred if the securities to be issued in exchange for the Shares are listed and posted for trading on a stock exchange recognized for resale purposes by the Alberta Securities Commission.

(t) **"Mandatory Redemption"** has the meaning set forth in Section 6.1.

(u) **"Net Debt"** means, at any particular time, the aggregate amount of the debt of the Corporation and its subsidiaries less the aggregate amount of the cash and cash equivalents of the Corporation and its subsidiaries, as shown on the most recent consolidated balance sheet of the Corporation as at the end of the immediately preceding month, as approved by the Board of Directors.

(v) **"Person"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

(w) **"Redemption Price"** means $1.26 per Convertible Preferred Share.

(x) **"Shareholders Agreement"** means the unanimous shareholders agreement dated effective February 19, 2014 between the Corporation and each shareholder of the Corporation, as the same may be amended from time to time.

(y) **"Shares"** means all issued and outstanding shares of the Corporation of whatever class and type.

(z) **"TTM EBITDA"** means the trailing twelve month EBITDA as determined at the applicable time by reference to the last full twelve financial months of the Corporation preceding the month in which the Conversion Date occurs, on a consolidated basis.

(aa) **"Voluntary Retraction"** has the meaning set forth in Section 6.2.

(bb) **"Zedi"** means Zedi Inc., a corporation subsisting under the Laws of Alberta.

1.2 "As-converted to Common Shares Basis"

For purposes of these Convertible Preferred Share provisions, where a calculation is required to be made on an as-converted to Common Shares basis, such calculation will be made by determining the number of whole Common Shares into which such Convertible Preferred Shares are convertible in accordance with the Conversion Rate applicable as of the last fiscal year-end.

ARTICLE 2
VOTING RIGHTS AND TRANSFER RESTRICTIONS

2.1 Entitlement to Vote

Until the date that is four (4) years from the closing of the Acquisition, Holders shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation but, shall not be entitled to vote on any matters submitted to a vote or consent of shareholders of the Corporation, except: (i) as required pursuant to applicable law, in which case the Holders will vote as a separate class; (ii) pursuant to the Shareholders Agreement (which for greater certainty entitles Holders to vote on all proposed transactions that would constitute a Liquidity Event); and (iii) as set forth in Section 2.2 below.

On and after the date that is the beginning of the fifth (5th) year from the closing of the Acquisition, Holders shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote, together with the holders of Common Shares voting as a single class except as required pursuant to applicable law, on all matters submitted to a vote or consent of shareholders of the Corporation on an as-converted to Common Share basis.

2.2 Transfer Restrictions

The Convertible Preferred Shares shall be non-transferable except: (i) with the prior approval of the board of directors of the Corporation; or (ii) a transfer by a Holder, in whole or in part, to an Affiliate of such Holder.

ARTICLE 3
DIVIDENDS

3.1 Entitlement to Dividends

The Holders shall not be entitled to receive dividends.

ARTICLE 4
CONVERSION

4.1 Voluntary Conversion

Upon the terms and conditions hereinafter set forth, and subject to Section 6.1 hereof, the Convertible Preferred Shares may be voluntarily converted into fully paid and non-assessable Common Shares at any time at the option of the Holder following the earlier of: (i) the date that is four (4) years from the closing of the Acquisition, and (ii) the execution of a binding agreement in connection with a Liquidity Event.

4.2 Conversion Rate

The number of Common Shares into which each Convertible Preferred Share is convertible (the "Conversion Rate"), at any particular time, shall be determined by the following formula:

$$CR = \frac{OCS}{(7 \times \text{TTM EBITDA}) - \text{Net Debt} - \$10{,}000{,}000}$$

Where:

CR = Conversion Rate

OCS = Total number of Common Shares outstanding on Conversion Date

4.3 Time of Conversion

Conversion shall be deemed to be effected immediately on the date (the "Conversion Date") on which the Corporation receives the notice prescribed in Section 4.5 below.

4.4 Effect of Conversion

Upon the conversion of the Convertible Preferred Shares:

(a) the rights of a Holder as a holder of the converted Convertible Preferred Shares cease, except for the right to receive a certificate or certificates for the number of Common Shares into which the Convertible Preferred Shares are converted and the cash payment, if any, referred to in Section 4.7; and

(b) each person in whose name any certificate for Common Shares issuable upon such conversion is deemed to have become the holder of record of Common Shares represented by such certificate.

4.5 Mechanics of Voluntary Conversion

Holders may exercise the conversion privilege provided for in Section 4.1 herein by giving not less than five (5) days' notice in writing to the Secretary of the Corporation at its registered office, which notice shall be accompanied by the certificate or certificates representing the Convertible Preferred Shares in respect of which the Holder desires to exercise such right of conversion. Such notice shall be signed by such Holder or its agent and shall specify the number of Convertible Preferred Shares which the Holder desires to have converted. If less than all the Convertible Preferred Shares represented by any certificate or certificates accompanying any such notice are to be converted, the Holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Convertible Preferred Shares comprised in the certificate or certificates surrendered as aforesaid which are not to be converted.

4.6 Delivery of Certificates

(a) Upon receipt by the Corporation of the certificate or certificates in accordance with Sections 4.5, the Corporation will issue and deliver to the Holder, promptly at the office and in the name shown on the surrendered certificate or certificates, a certificate or certificates for the number of Common Shares into which the Convertible Preferred Shares are converted, together with cash in respect of any fractional Common Shares issuable upon such conversion as contemplated in Section 4.7.

(b) The Corporation shall not be required to issue certificates evidencing the Common Shares issuable upon the conversion of Convertible Preferred Shares until certificates formerly evidencing the converted Convertible Preferred Shares are either delivered to the Corporation or its transfer agent, or the Holder notifies the Corporation or such transfer agent that such certificates have been lost, stolen or destroyed, and executes and delivers an agreement to indemnify the Corporation from any loss incurred by the Corporation in connection with the loss, theft or destruction.

(c) Following the conversion of any Convertible Preferred Shares into Common Shares under Section 4.1, but prior to the issuance of certificates evidencing the Common Shares issuable upon conversion, the certificates representing the converted Convertible Preferred Shares are deemed to represent the Common Shares into which such Convertible Preferred Shares are converted.

4.7 Fractional Shares

No fractional Common Shares will be issued upon conversion of Convertible Preferred Shares. Instead of any fractional Common Shares that would otherwise be issuable upon conversion of Convertible Preferred Shares, the Corporation will pay to the Holder a cash adjustment in respect of such fraction in an amount equal to the same fraction of the Fair Market Value per Common Share (as determined in a manner reasonably prescribed by the Board of Directors) at the time that the conversion is deemed to be effected as contemplated in Section 4.3.

4.8 Reservation of Common Shares

The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of Convertible Preferred Shares, such number of Common Shares as from time to time is sufficient to effect the conversion of all outstanding Convertible Preferred Shares, and if at any time the number of authorized but unissued Common Shares is not sufficient to effect the conversion of all then outstanding Convertible Preferred Shares, then the Corporation will take such corporate action as may, in the opinion of its legal counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as is sufficient for such purpose.

ARTICLE 5
ADJUSTMENT

5.1 Adjustments for Capital Reorganizations

If, following the date of the issuance of the Convertible Preferred Shares, the Common Shares are changed into the same or a different number of shares of any class or series of stock, whether by capital reorganization or reclassification of the Common Shares or any amalgamation, consolidation or merger of the Corporation or otherwise (other than in connection with an Alternative Liquidation Event), each Convertible Preferred Share shall thereafter be convertible (or shall be converted into a security which shall be convertible) into the kind and amount of shares, other securities and property receivable upon such change that a holder of a number of Common Shares equal to the number of Common Shares into which such Convertible Preferred Share was convertible immediately prior to the change is entitled to receive upon such change.

5.2 Rounding.

All calculations made pursuant to this Article 5 shall be made to the nearest one hundredth (1/100) of a cent or the nearest one tenth (1/10) of a Share, as the case may be.

5.3 Record Dates.

In any case in which the provisions of this Article 5 shall require that an adjustment shall become effective immediately after a record date of an event, the Corporation may defer until the occurrence of such event (i) issuing to the Holder of any of the Convertible Preferred Shares converted after such record date and before the occurrence of such event the Shares in the capital of the Corporation issuable upon such conversion by reason of the adjustment required by such event in addition to the Shares in the capital of the Corporation issuable upon such conversion before giving effect to such adjustments, and (ii) paying to such Holder any amount in cash in lieu of a fractional share in the capital of the Corporation; provided, however, that the Corporation shall deliver to such Holder an appropriate instrument evidencing such Holder's right to receive such additional Shares and such cash.

5.4 No Impairment

The Corporation will not, by amendment of its articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Article 5, but will at all times in good faith assist in the carrying out of all the provisions of this Article 5 and in the taking of any action necessary or appropriate in order to protect the conversion rights of the Holders against impairment.

5.5 Certificate as to Adjustments

In each case of an adjustment or readjustment of the Conversion Rate, the Corporation will promptly furnish each Holder with a certificate, prepared by the Corporation's accountants, showing such adjustment or readjustment, and stating in reasonable detail the facts upon which such adjustment or readjustment is based.

5.6 Notices

If the Corporation shall propose to take any action of the types described in Section 5.1, the Corporation shall give notice to each Holder, in the manner set forth in Section 8.1, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Rate and the number, kind or class of Shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon conversion of the Preferred Shares. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 30 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

5.7 Further Adjustment Provisions

If, at any time as a result of an adjustment made pursuant to this Article 5, a Holder becomes entitled to receive any Shares or other securities of the Corporation other than Common Shares upon surrendering Convertible Preferred Shares for conversion, the Conversion Rate in respect of such other Shares or securities will be adjusted after that time, and will be subject to further adjustment from time to time, in a manner and on terms as nearly equivalent as practicable to the provisions with respect to Convertible Preferred Shares contained in this Article 5, and the remaining provisions of these Convertible Preferred Shares provisions apply on the same or similar terms to any such other shares or securities.

5.8 Dispute Resolution

The Corporation and the Holders expressly agree to act reasonably and in good faith in applying the provisions of Article 4 and this Article 5 and in effecting any necessary adjustments to the Conversion Rate and/or the number of Common Shares in connection therewith. Any good faith disputes between the Corporation and the Holders in connection with the application of Article 4 or this Article 5 shall be determined by the Corporation's auditors or, if the Corporation's auditors refuse, a firm of chartered accountants mutually selected by the Corporation and such Holders, by consent. If the Corporation and the Holders, by consent, cannot agree on such firm of chartered accountants, then either the Corporation or the Holders, by consent, shall have the right at any time to apply to a court of competent jurisdiction to obtain an order in respect of such appointment.

ARTICLE 6
REDEMPTION AND RETRACTION

6.1 Mandatory Redemption

If a Liquidity Event occurs at any time after the closing of the Acquisition to the date that is four (4) years following the closing of the Acquisition, subject to the provisions of the Shareholders Agreement, the Corporation shall have the right, but not the obligation, to redeem all, but not less than all, of the outstanding Convertible Preferred Shares ("Mandatory Redemption") for an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares to be redeemed, provided, however, that Holders shall be entitled to convert their Convertible Preferred Shares into Common Shares at the then applicable Conversion Rate in accordance with the provisions of Section 4.2 or exercise their rights pursuant to subsection 3.3(a) of the Shareholders Agreement prior to any such Mandatory Redemption. If the Corporation does not exercise the Mandatory Redemption right or fails to exercise it in accordance with Section 6.2, the provisions of this Section 6.1 will be null and void.

6.2 Mechanics of Mandatory Redemption

If the Corporation proposes to exercise its Mandatory Redemption right pursuant to Section 6.1, the Corporation shall provide at least thirty (30) days' prior written notice to the Holders before the date on which the Corporation reasonably believes will be date of the Mandatory Redemption. The notice must provide the particulars of the proposed transaction that would constitute a Liquidity Event including copies of any agreements in relation to the proposed Liquidity Event. Provided the Holders have not elected to convert their Convertible Preferred Shares in accordance with Section 4.2 or exercise their rights pursuant to subsection 3.3(a) of the Shareholders Agreement, the Corporation shall be entitled to redeem all of the outstanding Convertible Preferred Shares, immediately prior to the effective time of the Liquidity Event by paying to such Holders an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares to be redeemed, on presentation and surrender of the certificate(s) for such Convertible Preferred Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Convertible Preferred Shares shall thereupon be cancelled and the Convertible Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such Holder of a certified cheque in an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares so redeemed, provided, however, if the Liquidity Event does not occur for any reason whatsoever following the surrender by the Holders(s) of certificate(s) for the Convertible Preferred Shares to be redeemed pursuant to this Section 6.2, the redemption shall be null and void and the Corporation shall return the certificate(s) for the Convertible Preferred Shares to the Holders. From and after the redemption date, the Holder thereof shall not be entitled to exercise any of the rights of Holders in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the Holder of the said Convertible Preferred Shares shall remain unaffected until payment in full of the Redemption Price therefor.

6.3 Voluntary Retraction

Subject to the provisions of the Act, at any time following the date that is the seventh (7th) anniversary of the closing of the Acquisition, each Holder shall have the right to require the Corporation to purchase for cancellation all, but not less than all, of the Convertible Preferred Shares ("Voluntary Retraction") held by such Holder at an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares to be retracted.

6.4 Mechanics of Voluntary Retraction

Holders may exercise the voluntary retraction privilege provided for herein by giving not less than five (5) days' notice in writing to the Secretary of the Corporation at its registered office, which notice shall be accompanied by the certificate or certificates representing the Convertible Preferred Shares in respect of which the Holder desires to exercise such right of retraction. Such notice shall be signed by such Holder or its agent. Upon receipt of such notice, the Corporation shall retract the Convertible Preferred Shares required to be retracted by paying to such Holders an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares to be retracted, on presentation and surrender of the certificate(s) for such Convertible Preferred Shares to be so retracted at the registered office of the Corporation. The certificate(s) for such Convertible Preferred Shares shall thereupon be cancelled and the Convertible Preferred Shares represented thereby shall thereupon be cancelled. Such payment shall be made by delivery to such Holders of a certified cheque in an aggregate amount equal to the Redemption Price multiplied by the number of Convertible Preferred Shares so retracted. From and after the retraction date, the Holder thereof shall not be entitled to exercise any of the rights of Holders in respect thereof unless payment of the said Redemption Price is not made on the purchase date, in which case the rights of the Holder of the said Convertible Preferred Shares shall remain unaffected until payment in full of the aggregate Redemption Price therefor.

6.5 Insufficient Funds

If the funds of the Corporation legally available for redemption or retraction (as applicable) of the Convertible Preferred Shares are insufficient to redeem or retract (as applicable) the total number of Convertible Preferred Shares subject to redemption or retraction (as applicable), those funds that are legally available will be used to redeem or retract (as applicable) the maximum possible number of whole Convertible Preferred Shares rateably among the Holders. The Convertible Preferred Shares not redeemed or retracted (as applicable) remain outstanding and remain entitled to all rights and preferences otherwise provided in these Convertible Preferred Shares provisions. As and when funds legally available for redemption or retraction (as applicable) of Convertible Preferred Shares subsequently become available, those funds will be used to redeem or retract (as applicable) the maximum possible number of whole shares rateably among the Holders whose Convertible Preferred Shares have been redeemed or retracted (as applicable).

ARTICLE 7
CONVERTIBLE PREFERRED SHARE LIQUIDATION RIGHTS

7.1 Rank

Holders of the Convertible Preferred Shares shall rank in priority to all other classes of shares of the Corporation with respect to the repayment of capital and the distribution of assets in the event of an Alternative Liquidation Event.

7.2. Liquidation, Dissolution or Winding-Up

The Corporation shall provide at least thirty (30) days' prior written notice to the Holders before the date on which the Corporation reasonably believes an Alternative Liquidation Event will occur, or if thirty

(30) days' prior written notice is not possible or practicable under the circumstances, such maximum number of days as is possible or practicable under the circumstances. The notice must provide the particulars of the proposed event that would constitute an Alternative Liquidation Event including copies of any agreements or other documents in relation to the proposed Alternative Liquidation Event. Upon receipt of the said notice, Holders shall have a period of thirty (30) days to determine and provide notice to the Corporation, at their sole option, whether to:

(a) convert their Convertible Preferred Shares into Common Shares in accordance with Section 4.2; or

(b) after providing for the payment or discharge of all of its obligations, receive from the assets of the Corporation in respect of each Convertible Preferred Share held by such Holder, before and in preference to any distribution of any part of the assets of the Corporation available for distribution to the holders of the Common Shares or any other shares ranking junior to the Convertible Preferred Shares, the Convertible Preferred Share Liquidation Amount. After the Preferred Share Liquidation Amount has been paid out in full to all the Holders, the remaining assets of the Corporation available for distribution are to be distributed rateably among the holders of the Common Shares.

7.3 Payment

If the Holders elect to receive the Convertible Preferred Share Liquidation Amount in accordance with subsection 7.2(b), on or promptly after the occurrence of an Alternative Liquidation Event, the Corporation shall cause to be delivered to the Holders of the Convertible Preferred Share, the Convertible Preferred Share Liquidation Amount for each Convertible Preferred Share, divided proportionately among all Holders, upon presentation and surrender of the certificate(s) representing such Convertible Preferred Shares, together with such other documents and instruments as may be required to effect a transfer of the Convertible Preferred Shares under the Act and the by-laws of the Corporation, at the registered office of the Corporation. On and after the date of payment in full of the aggregate Convertible Preferred Share Liquidation Amount, the Holders of the Convertible Preferred Shares shall cease to be holders of such Convertible Preferred Shares and shall not be entitled to exercise any of the rights of holders in respect thereof. If payment of the aggregate Convertible Preferred Share Liquidation Amount is not made upon presentation and surrender of share certificate(s) in accordance with the foregoing provisions, the rights of the Holders shall remain unaffected until the total amount for their Convertible Preferred Shares has been paid in full. If the funds or other assets of the Corporation are insufficient to permit the payment in full to the Holders of the Convertible Preferred Shares of the Convertible Preferred Share Liquidation Amount amount to which they have elected to receive, then the funds or other assets of the Corporation available for such distribution are to be distributed rateably among the Holders of the Convertible Preferred Share, pari passu, in proportion to the full preferential amount each such Holder is otherwise entitled to receive.

ARTICLE 8
MISCELLANEOUS

8.1 Notices

All notices, requests, payments, instructions or other documents to be given under these Convertible Preferred Shares provisions must be in writing or given by written telecommunication, and will be deemed to have been duly given if:

(a) delivered personally (effective upon delivery);

(b) mailed by certified mail, return receipt requested, postage prepaid (effective five business days after dispatch) if the recipient is located in Canada or the United States;

(c) sent by a reputable, established courier service that guarantees next business day delivery (effective the next business day) if the recipient is located in Canada or the United States;

(d) sent by air mail or by commercial express overseas air courier, with receipt acknowledged in writing by the recipient (effective upon the date of such acknowledgement) if the recipient is located outside Canada or the United States; or

(e) sent by fax followed within 24 hours by confirmation by one of the foregoing methods (effective upon receipt of the fax in complete, readable form),

addressed as follows (or to such other address as the recipient party furnishes by notice to the sending party for these purposes): (i) if to any Holder, to the address of such Holder set forth in the register maintained by the Corporation at its principal executive office in which it enters the names and addresses of its shareholders; and (ii) if to the Corporation, to the address of its principal office.

8.2 Currency

Unless specified otherwise, all statements or references to monetary funds, "$", or dollars are to the lawful currency of Canada.

8.3 Transfer Agents

The Corporation may appoint, and from time to time discharge and change, a transfer agent for the Convertible Preferred Shares or any other class of shares of the Corporation. Upon any such appointment, discharge or change of a transfer agent, the Corporation will send a written notice of such appointment, discharge or change to each Holder.

8.4 Determination of Fair Market Value

If the Holders of a majority of the outstanding Convertible Preferred Shares shall at any time disagree with the Board of Director's determination of Fair Market Value hereunder, such Holders may submit a notice of disagreement to the Corporation. During the three business days immediately following the Corporation's receipt of such notice, such Holders and the Corporation shall negotiate in good faith to determine a mutually agreeable Fair Market Value. If the parties remain unable to reach agreement after such period, they shall engage a valuation firm reasonably acceptable to the Corporation and such majority of holders to resolve such dispute (the "Valuation Firm") and failing agreement as to which valuation firm shall act as the Valuation Firm, the Corporation and the Holders of a majority of such Convertible Preferred Shares shall each immediately designate an individual who is at arm's-length as its representative and the individuals so appointed shall jointly appoint an individual who is at arm's-length to both the Corporation and the Holders of a majority of such Convertible Preferred Shares and their selected representative and the three individuals so appointed shall select the Valuation Firm. Each of the Holders and the Corporation shall provide (at their own expense) the Valuation Firm with copies of any documents, analyses or other information within its possession or control that the Valuation Firm reasonably requests in order to resolve such dispute. The Valuation Firm shall determine the Fair Market Value as soon as practicable after its engagement to resolve the dispute using customary valuation techniques for other companies or businesses in the same or similar industries as the Corporation. The Valuation Firm's determination of the Fair Market Value shall be binding on all of the Holders and the Corporation and, absent manifest error, not subject to challenge or collateral attack for any reason. The Corporation shall pay all fees, costs and expenses of the Valuation Firm in connection with its engagement to resolve such dispute.

RESTRICTIONS ON SHARE TRANSFERS SCHEDULE

No transfer of shares shall occur or be registered unless and until the directors have, by a resolution, approved the transfer and the directors shall be under no obligation to give such approval or to give any reason for withholding the same.

OTHER RULES OR PROVISIONS SCHEDULE

1. **Appointments of Directors**

The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

2. **Meetings of Shareholders Outside Alberta**

Meetings of shareholders of the Corporation may be held outside Alberta.

Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2014/02/20

Corporate Access Number: 2018033411

Service Request Number:	21008337
Alberta Corporation Type:	Named Alberta Corporation
Legal Entity Name:	ZEDI INC.
French Equivalent Name:	
Nuans Number:	
Nuans Date:	
French Nuans Number:	
French Nuans Date:	

REGISTERED ADDRESS

Street:	902 - 11TH AVENUE S.W.
Legal Description:	
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2R 0E7

RECORDS ADDRESS

Street:	
Legal Description:	
City:	
Province:	
Postal Code:	

ADDRESS FOR SERVICE BY MAIL

Post Office Box:	
City:	
Province:	
Postal Code:	
Internet Mail ID:	

Share Structure:	SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO.
Share Transfers Restrictions:	SEE RESTRICTIONS ON SHARE TRANSFER SCHEDULE ATTACHED HERETO.
Number of Directors:	
Min Number Of Directors:	1

Max Number Of Directors:	15
Business Restricted To:	NONE.
Business Restricted From:	NONE.
Other Provisions:	SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO.
Professional Endorsement Provided:	
Future Dating Required:	
Registration Date:	2014/02/20

Director

Last Name: HEFFERNAN
First Name: MATTHEW
Middle Name:
Street/Box Number: 902 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0E7
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: LAMBERT
First Name: MARTIN
Middle Name:
Street/Box Number: 902 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0E7
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: JOHNSON
First Name: DAVID
Middle Name:
Street/Box Number: 902 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0E7

Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: ORR
First Name: STEPHEN
Middle Name:
Street/Box Number: 25 BETHRIDGE ROAD
City: TORONTO
Province: ALBERTA
Postal Code: M9W 1M7
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: TEMPLETON
First Name: KEITH
Middle Name:
Street/Box Number: 902 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0E7
Country:
Resident Canadian: Y
Named On Stat Dec:

Amalgamating Corporation

Corporate Access Number	Legal Entity Name
2010831820	ZEDI INC.
2017799582	1779958 ALBERTA LTD.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2014/02/20
Other Rules or Provisions	ELECTRONIC	2014/02/20
Restrictions on Share Transfers	ELECTRONIC	2014/02/20
Articles/Plan of Arrangement/Court Order	10000700000040672	2014/02/20

Registration Authorized By: CHRIS STRAUB
SOLICITOR