BRITISH COLUMBIA

Number: C1191441

CERTIFICATE
OF
CONTINUATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that Anaergia Inc., has continued into British Columbia from the Jurisdiction of CANADA, under the Business Corporations Act, with the name ANAERGIA INC. on December 21, 2018 at 02:39 PM Pacific Time.

ELECTRONIC CERTIFICATE

Issued under my hand at Victoria, British Columbia
On December 21, 2018

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

BRITISH COLUMBIA
BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

CERTIFIED COPY
Of a Document filed with the Province of
British Columbia Registrar of Companies

CAROL PREST

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: November 30, 2020 08:12 PM Pacific Time

Incorporation Number: **C1191441**

Recognition Date and Time: *Continued into British Columbia on December 21, 2018 02:39 PM Pacific Time*

NOTICE OF ARTICLES

Name of Company:

ANAERGIA INC.

REGISTERED OFFICE INFORMATION

Mailing Address:
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Wooten Jr., Marvin Rhem

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
Gross, Peter

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
Viterbi, Alan

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
Benedek, Andrew

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
Parkhill, Rik

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
McKenna, Francis Joseph

Mailing Address:
[redacted]

Delivery Address:
[redacted]

Last Name, First Name, Middle Name:
Mourato Benedek, Diana

Mailing Address:
[redacted]

Delivery Address:
[redacted]

RESOLUTION DATES:

Date(s) of Resolution(s) or Court Order(s) attaching or altering Special Rights and Restrictions attached to a class or a series of shares:

March 6, 2019

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	Common Shares	Without Par Value With Special Rights or Restrictions attached
2.	No Maximum	Class A Common Shares	Without Par Value With Special Rights or Restrictions attached
3.	No Maximum	Class C Preferred Shares	Without Par Value With Special Rights or Restrictions attached
4.	No Maximum	Special Shares	Without Par Value With Special Rights or Restrictions attached

ARTICLES

ANAERGIA INC.

(the "**Corporation**")

TABLE OF CONTENTS

B.C. Incorporation Number: C1191441

The Corporation has as its articles the following articles.

Name	**Signature**	**Date**
HANI EL-KAISSI	"Hani El-Kaissi"	March 6, 2019

PROVINCE OF BRITISH COLUMBIA

BUSINESS CORPORATIONS ACT

B.C. Incorporation Number: C1191441

ARTICLES

OF

ANAERGIA INC.

(the "**Corporation**")

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) the following terms shall have the meanings specified:

(i) "**Act**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(ii) "**Board**" means the Board of Directors of the Corporation, and "Director' means a member of the Board;

(iii) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(iv) "**Chair of the Board**" means the Director appointed by the Board from time to lime to hold that office;

(v) "**Corporation**" means Anaergia Inc.;

(vi) "**Defaulting Shareholder**" means a shareholder of the Corporation who defaults in the payment of any Shareholder Debt when the same becomes due and payable;

(vii) "**Director**" means a member of the Board;

(viii) "**Liened Shares**" means the whole or any part of the shares registered in the name of a Defaulting Shareholder,

(ix) "**Meeting of shareholders**" means an annual meeting of shareholders or a special meeting of shareholders, or both, and includes a meeting of any class or series of any class of shareholders;

(x) "**Officer**" means an officer of the Corporation; and

(xi) "**Shareholder Debt**" means any principal or interest due in respect of any indebtedness owing by the holder of shares of any class or series in the Corporation.

(b) terms that are defined in the Act are used in these Articles with the same meaning;

(c) the division into sections, paragraphs, subparagraphs or other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof;

(d) unless otherwise explicitly set forth herein, all references herein to "dollars" or"$" shall refer to the lawful currency of Canada, and all amounts payable hereunder shall be payable in lawful currency of Canada;

(e) in the event that any date on or by which any action is required by these Articles to be taken by the Corporation or any shareholder of the Corporation is not a Business Day, such action shall be required to be taken on or by the next following Business Day; and

(f) words importing the singular number include the plural and vice versa. Words importing gender include the masculine, feminine and neuter genders. Words importing a person include an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person in his capacity as trustee, executor, administrator or other legal representative.

2. DIRECTORS

2.1 First Directors; Number of Directors

The first Directors are the persons designated as Directors of the Corporation in the Notice of Articles that applies to the Corporation when it is recognized under the Act. The number of Directors is set at:

(a) subject to Sections 2.1(b) and 2.1(c), the number of directors that is equal to the number of the Corporation's first Directors;

(b) if the Corporation is a public company, the greater of three and the number of directors set by special resolution (whether or not previous notice of the resolution was given); and

(c) if the Corporation is not a public company, the number of directors set by special resolution (whether or not previous notice of the resolution was given).

2.2 Election and Term

Directors shall be elected by the shareholders at the first meeting of shareholders after the effective date of these Articles and at each succeeding annual meeting at which an election of Directors is required and shall hold office until the next annual meeting of shareholders or, if elected for an expressly stated term, for a term expiring not later than the close of the third annual meeting of shareholders following the election. It is not necessary that all Directors elected hold office for the same term.

If an election of Directors is not held at the proper time, the incumbent Directors shall continue in office until their successors are elected.

2.3 Remuneration and Expenses

The Directors shall be paid such remuneration for their services as the Board may from time to time determine. The Directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the Board or any committee thereof. Nothing herein contained shall preclude any Director from serving the Corporation in any other capacity and receiving remuneration therefor.

3. MEETINGS OF DIRECTORS

3.1 Quorum

A majority of the Directors constitutes a quorum at a meeting of the Board.

3.2 Calling of Meetings

Meetings of the Board shall be held from time to time at such time and at such place as the Board, the chair of the Board, the managing Director, the president or any two Directors may determine.

3.3 Place of Meetings

Each meeting of the Board shall be held at such place within or outside Canada as may be determined by the person calling the meeting.

3.4 Notice of Meetings

Subject as hereinafter provided, notice of every meeting of the Board shall be given to each Director at least 48 hours prior to the meeting. Notwithstanding the foregoing:

(a) no notice need be given of the first meeting of the Board subsequent to a meeting of shareholders at which Directors are elected if such Board meeting is held immediately following the meeting of shareholders; and

(b) the Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named.

A copy of any resolution by the Board fixing the time and place of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting. The accidental failure to give notice of a meeting of the Board to a Director or any error in such notice not affecting the substance thereof shall not invalidate any action taken at the meeting.

3.5 Votes to Govern

Every question at a meeting of the Board shall be decided by a majority of the votes cast on the question. In the event of an equality of votes on any question at a meeting of the Board, the chair of the Board shall not be entitled to a second or casting vote.

4. OFFICERS

4.1 Appointment

The Board may from time to time designate the officers of the Corporation and from time to time appoint a chair of the Board, managing director, president, one or more vice-presidents (to which title may be added words indicating seniority of function), a secretary, a treasurer and such other officers as the Board may determine, including, without limitation, one or more assistants to any of the officers so appointed. One person may hold more than one office. The Board may specify the duties of and, in accordance with these Articles and subject to the Act, delegate to such officer's powers to manage the business and affairs of the Corporation. Except for the chair of the Board and the managing director, an officer may but need not be a Director.

4.2 Chair of the Board

The Board may from time to time appoint a chair of the Board who shall be a Director. If appointed, the Board may assign to the chair of the Board any of the powers and duties that are by any provisions of these Articles assigned to the managing director or to the president. The chair shall have such other powers and duties as the Board may specify.

4.3 President

If appointed, the president shall be the chief executive officer and subject to the authority of the Board shall have general supervision of the business and affairs of the Corporation. The president shall have such other powers and duties as the Board may specify.

4.4 Secretary

Unless otherwise determined by the Board, the secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board that he or she attends. The secretary shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at meetings of the Board, shareholders and committees of the Board, whether or not he or she attends such meetings. The secretary shall give or cause to be given, as and when instructed, all notices to shareholders, Directors, officers, auditors and members of committees of the Board. The secretary shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, records and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose. The secretary shall have such other powers and duties as otherwise may be specified.

4.5 Treasurer

The treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation. The treasurer shall render to the Board whenever required an account of all his or her transactions as treasurer and of the financial position of the Corporation. The treasurer shall have such other powers and duties as otherwise may be specified. A person appointed to the positions of Secretary and Treasurer, may, but need not be, known as the Secretary-Treasurer.

4.6 Powers and Duties

The powers and duties of all officers shall be such as the terms of their engagement call for or as the Board or (except for those whose powers and duties are to be specified only by the Board) the chief executive officer may specify. The Board and (except as aforesaid) the chief executive officer may, from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the chief executive officer otherwise directs.

5. PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

5.1 Limitation of Liability

Every Director and officer of the Corporation in exercising his or her powers and discharging his or her duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no Director or officer shall be liable for the acts, omissions, failures, neglects or defaults of any other Director, officer or employee, or for joining in any act for conformity, or for any loss, damage or expense suffered or incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which shall happen in the execution of the duties of his or her office or in relation thereto. Nothing herein shall relieve any Director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

5.2 Indemnity

(a) The Corporation shall indemnify a Director or officer of the Corporation, a former director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another entity, against all costs, charges and expenses, including, without limitation, an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity.

(b) The Corporation shall advance monies to a Director, officer or other individual for the costs, charges and expenses of a proceeding referred to in Section 5.2(a). The individual shall repay the monies if he or she does not fulfil the conditions of Section 5.2(c).

(c) The Corporation shall not indemnify an individual under Section 5.2(a) unless he or she:

(i) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which he or she acted as a director or officer or in a similar capacity at the Corporation's request; and

(ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.

(d) The Corporation shall also indemnify the individual referred to in Section 5.2(a) in such other circumstances as the Act or law permits or requires. Nothing in these Articles shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of these Articles.

5.3 Insurance

Subject to the Act, the Corporation may purchase and maintain such insurance for the benefit of any individual referred to in Section 5.2(a) as the Board may from time to time determine.

6. SECURITIES

6.1 Authorized Share Structure

The authorized share structure of the Corporation consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Corporation.

6.2 Security Certificates

Every holder of one or more securities of the Corporation shall be entitled, at his or her option, to a security certificate, or to a non-transferable written certificate of acknowledgement of his or her right to obtain a security certificate, stating the number and class or series of shares held by him or her as shown on the securities register. The certificates shall be in such form as the Board may from time to time approve and need not be under the corporate seal. Any such certificate shall be signed as required by the Act.

6.3 Enforcement of Lien

If any Defaulting Shareholder defaults in the payment due in respect of any Shareholder Debt when the same becomes due and payable and continues in default for a period of 15 days after the Corporation has given notice in writing of such default to the Defaulting Shareholder.

(a) the Corporation may sell all or any part of the Liened Shares at a bona fide public or private sale or auction;

(b) the terms and manner of the auction or sale shall be in the sole discretion of the Corporation;

(c) the Corporation may accept any offer which it in its absolute discretion considers advisable upon such terms, whether for cash or credit or partly cash and partly credit, as it in its discretion considers advisable;

(d) notice of any public or private sale or auction shall be given to the Defaulting Shareholder at least 15 days prior to the date on which such sale is held;

(e) the proceeds of such sale shall be used and applied in descending order as follows:

(i) first, to the cost and expense of such sale incurred by the Corporation, including, without limitation, legal fees, disbursements and charges;

(ii) second, to reimburse the Corporation for out-of-pocket expenses incurred in connection with the sale;

(iii) third, for the payment in full of the Shareholder Debt and all other sums due to the, Corporation by the Defaulting Shareholder; and

(iv) the balance, if any, to the Defaulting Shareholder,

(f) if the proceeds of the sale are insufficient to pay the Shareholder Debt, the Defaulting Shareholder shall remain liable for any such deficiency;

(g) the Corporation may apply any dividends or other distributions paid or payable on or in respect of the Liened Shares in repayment of the Shareholder Debt;

(h) where the Liened Shares are redeemable pursuant to these Articles or may be repurchased at a price determined pursuant to the terms of any shareholders' agreement, the Corporation may redeem or repurchase all or any part of the Liened Shares and apply the redemption or repurchase price to the Shareholder Debt; and

(i) the Corporation may refuse to register a transfer of all or part of the Liened Shares until the Shareholder Debt is paid.

In exercising one or more of the rights granted in this Section 6.4, the Corporation shall not prejudice or surrender any other rights of enforcement of its lien which may by law be available to it, or any other remedy available to the Corporation for collection of the Shareholder Debt, and the Defaulting Shareholder shall remain liable for any deficiency remaining.

7. FINANCIAL ASSISTANCE

The Corporation, if authorized by the Directors, may provide or be provided with financial assistance in accordance with the Act.

8. MEETINGS OF SHAREHOLDERS

8.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the Act, the Corporation must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the Directors.

8.2 Meeting Held by Electronic Means

(a) Any person entitled to attend a meeting of shareholders may vote and otherwise participate in the meeting by means of a telephonic, electronic or other communication facility made available by the Corporation that permits all participants to communicate adequately with each other during the meeting. A person participating in a meeting of shareholders by such means is deemed to be present at the meeting.

(b) Directors who call (but not shareholders who requisition) a meeting of shareholders may determine that:

(i) the meeting shall be held, in accordance with the regulations, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting; and

(ii) any vote shall be held, in accordance with the regulations, entirely by means of a telephone, electronic or other communication facility that the Corporation has made available for that purpose.

(c) Any vote at a meeting of shareholders may be carried out by means of a telephonic, electronic or other communication facility, if the facility:

(i) enables the votes to be gathered in a manner that permits their subsequent verification; and

(ii) permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each shareholder or group of shareholders voted.

8.3 Calling Meetings

The Board may at any time call a meeting of shareholders. The location of a meeting of shareholders shall be determined by the Board and may be within or outside British Columbia.

8.4 Notice of Meetings

Notice of each meeting of shareholders shall be sent not less than:

(a) if and for so long as the Corporation is a public company, 21 days;

(b) otherwise, 10 days,

before the meeting to each shareholder entitled to vote at the meeting, to each Director, to the auditor of the Corporation and to any other persons who, although not entitled to vote at the meeting, are entitled or required under any provision of the Act or the Articles of the Corporation to attend the meeting. The accidental failure to give notice of a meeting of shareholders to any person entitled to notice thereof or any error in such notice not affecting the substance thereof shall not invalidate any action taken at the meeting.

8.5 Persons Entitled to be Present

The only persons entitled to attend a meeting of shareholders shall be those persons entitled to vote thereat, the Directors, Officers and auditor of the Corporation and any other persons who, although not entitled to vote at the meeting, are entitled or required under any provision of the Act or the Articles of the Corporation to attend the meeting. Any other person may be admitted to the meeting only on the invitation of the chair of the meeting or with the consent of the meeting.

8.6 Quorum

At any meeting of shareholders, the holders of a majority of the shares entitled to vote at a meeting of shareholders whether present in person or represented by proxy, shall constitute a quorum for the transaction of business.

8.7 Voting

(a) Subject to the Act, any questions at a meeting of shareholders shall be decided by a show of hands except where, either before or after a vote by show of hands, a ballot is required by the chair of the meeting or is demanded by any person present and entitled to vote at the meeting. On a show of hands, each person present at the meeting and entitled to vote thereat shall, subject to the Act and any special rights or restrictions attached to any shares, have one vote. On a ballot, each person present at the meeting and entitled to vote thereat shall, subject to the Act and the Articles, have one vote for each share in respect of which such person is entitled to vote. A ballot so required or demanded shall be taken in such manner as the chair of the meeting directs.

(b) Unless otherwise required by the Act or the Articles, every question at a meeting of shareholders shall be decided by a majority of the votes cast on the question. In the event of an equality of votes on any question at a meeting of shareholders either upon a show of hands or upon a ballot, the chair of the meeting shall not be entitled to a second or casting vote.

8.8 Proxyholders and Representatives

Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternative proxyholders, as his or her nominee to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A Proxy shall be in writing or electronic signature executed by the shareholder or his or her attorney and shall conform with the requirements of the Act. Alternatively, every shareholder which is a body corporate or other legal entity may authorize by resolution of its directors or governing body an individual to represent it at a meeting of shareholders and that individual may exercise on the shareholder's behalf all the powers it could exercise if it were an individual shareholder. The authority of such an individual shall be established by depositing with the Corporation a certified copy of the resolution, or in such other manner as may be satisfactory to the secretary of the Corporation or the chair of the meeting. Any such proxyholder or representative need not be a shareholder. The proxy is valid only at the meeting in respect of which it is given or any adjournment thereof.

8.9 Joint Shareholders

If two or more persons hold shares jointly, any one of them present in person or duly represented at a meeting of shareholders may, in the absence of the other or others, vote the shares, but if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

8.10 Presiding Officer

The chair of the Board or, a Director designated by him, or failing such designation, a Director designated by the Board, shall preside at a meeting of shareholders. If neither the chair of the Board nor any Director is present within 30 minutes after the time appointed for the holding of a meeting of shareholders, the shareholders present shall choose a shareholder then present to be chair of the meeting.

9. EXECUTION OF INSTRUMENTS

9.1 Execution

Deeds, transfers, assignments, contracts and any other documents of the Corporation may be signed on behalf of the Corporation by any director or officer of the Corporation.

9.2 Board Appointed Signatories

In addition, the Board may from time to time authorize any other person or persons to sign any particular instruments.

9.3 Certificates

The secretary or, any other officer or any Director, may sign certificates and similar instruments (other than share certificates) on the Corporation's behalf with respect to any factual matters relating to the Corporation's business and affairs, including, without limitation, certificates verifying copies of the Articles, resolutions and minutes of meetings of the Corporation. Any signing officer may affix the corporate seal to any instrument requiring the same.

9.4 Mechanical Signatures

The signature of any person authorized to sign on behalf of the Corporation may, if specifically authorized by resolution of the Board, be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced or may be an electronic signature. Anything so signed shall be as valid as if it had been signed manually, even if that person has ceased to hold office when anything so signed is issued or delivered, until revoked by resolution of the Board.

10. PROHIBITIONS

10.1 Definitions

In this Article 10:

(a) "designated security" means:

(i) a voting security of the Corporation;

(ii) a security of the Corporation that is not a debt security and that carries a residual right to participate in the earnings of the Corporation or, on the liquidation or winding up of the Corporation, in its assets; or

(iii) a security of the Corporation convertible, directly or indirectly, into a security described in Section 10.1(a)(i) or 10.1(a)(ii);

(b) "security" has the meaning assigned in the *Securities Act* (British Columbia);

(c) "voting security" means a security of the Corporation that:

(i) is not a debt security, and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

10.2 Application

Section 10.3 does not apply to the Corporation if and for so long as it is a public company.

10.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without either:

(a) the consent of the Directors of the Corporation expressed by a resolution passed by the Board of the Corporation at a meeting of the Board or by an instrument or instruments in writing signed by a majority of the Directors; or

(b) the approval of the holders of a majority of the voting shares of the Corporation for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.

11. SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO SPECIAL SHARES, CLASS A COMMON SHARES AND COMMON SHARES

11.1 Definitions

In this Article 11, the following capitalized words and phrases shall, unless there is something in the context otherwise inconsistent therewith, have the following meanings, respectively:

(a) "**Class A Common Shareholder**" means a person recorded in the securities register of the Corporation for the Class A Common Shares as being the registered holder of one or more Class A Common Shares

(b) "**Close of Business**" means 5:00 o'clock in the afternoon on a Business Day.

(c) "**Common Shareholder**" means a person recorded in the securities register of the Corporation for the Common Shares as being the registered holder of one or more Common Shares.

(d) "**Common Share Equivalent Basis**" means, for purposes of the calculation, an assumption that the Class C Preferred Shares convertible into or exercisable for Class A Common Shares have been so exercised or converted immediately prior to the Liquidation Distribution.

(e) "**Initial Offering**" means:

(i) the filing of a prospectus or registration statement with a securities regulator pursuant to any applicable securities laws for an offering of securities of the Corporation to the public; or

(ii) the amalgamation of the Corporation with or the transfer of the Common Shares of the Corporation to another corporate entity whose shares are listed for trading or are quoted on any recognized stock exchange or automated quotation system.

(f) "**Liquidation Distribution**" means a distribution of assets of the Corporation among its shareholders arising on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs

(g) "**Special Shareholder**" means a person recorded in the securities register of the Corporation for the Special Shares as being the registered holder of one or more Special Shares.

(h) "**Redemption Price**" means the amount equal to the paid up capital of each Special Share.

(i) "**Retraction Notice**" means a notice in writing signed by a holder of Special Shares requiring the Corporation to redeem all or a specified number of the Special Shares represented thereby.

11.2 Special Shares

(a) Dividends. The Special Shareholders shall not be entitled to receive dividends.

(b) Liquidation.

(i) *Liquidation Preference*. In the event of any Liquidation Distribution, the Special Shareholders shall be entitled to receive from the assets and property of the Corporation for each Special Share held by them respectively the Redemption Price before any amount shall be paid or any property or assets of the Corporation distributed to the Common Shareholders and Class A Common Shareholders or shares of any other class ranking junior to the Special Shares with respect to priority in a Liquidation Distribution.

(ii) *No Participation in Surplus Assets*. After payment to the Special Shareholders of the amount so payable to them as above provided, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

(c) Retraction.

(i) *Option to Retract*. Subject to the Articles and the provisions of the Act, every Special Shareholder may, at such shareholder's option and in the manner hereinafter provided, require the Corporation to redeem at any time all or part of the Special Shares held by such holder upon payment for each share to be redeemed of the Redemption Price.

(ii) *Retraction Procedure*. In the case of the redemption of Special Shares under the provisions of Section 11.2(c)(i) hereof, the holder thereof shall surrender the certificate or certificates representing such Special Shares at the registered office of the Corporation accompanied by a notice in writing (herein referred to as a "**Retraction Notice**") signed by such holder requiring the Corporation to redeem all or a specified number of the Special Shares represented thereby. As soon as practicable but, in any event, not later than 30 days following receipt of a Retraction Notice, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Special Shares to be redeemed the Redemption Price thereof. If only a part of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

(d) Restrictions. So long as any of the Special Shares are issued and outstanding, the Corporation shall not without, but may from time to time with, the approval of all outstanding Special Shareholders:

(i) declare or pay or set apart for payment any dividends on the Common Shares or any other shares of any other class ranking junior to the Special Shares with respect to priority in the payment of dividends if:

(A) the realizable value of the Corporation's assets is less than the aggregate of its liabilities and the Redemption Price of all Special Shares then issued and outstanding; or

(B) after the payment, the realizable value of the Corporation's assets would be less than the aggregate of its liabilities and the Redemption Price of all Special Shares then issued and outstanding; or

(ii) redeem, purchase or otherwise pay off or purchase out of the surplus or capital any Common Shares and Class A Common Shares or any shares of any other class ranking junior to the Special Shares with respect to priority in a Liquidation Distribution.

(e) Voting.

(i) Subject to Section 11.2(e)(ii), the Special Shareholders shall be entitled to receive notice of and to attend (in person or by proxy) and be heard at all meetings of the shareholders of the Corporation (except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series) and shall have one vote for each Special Share held at all such meetings.

(ii) Upon the first Initial Offering, the Special Shareholders shall cease to be entitled as such (except as hereinafter specifically provided and except as otherwise provided by the Act) to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.

(iii) The Special Shareholders shall, however, have the right to receive notice of and to attend and vote at all meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation pursuant to the Act or a sale, lease or exchange of all or substantially all of the property of the Corporation other than in the ordinary course of business pursuant to the Act.

11.3 Class A Common Shares and Common Shares

(a) Dividends.

(i) *Declaration of Dividends*. Subject to the prior rights of the Special Shareholders or to the prior rights of any class of shares ranking senior to the Class A Common Shares and the Common Shares with respect to priority in the payment of dividends, the Class A Common Shareholders and the Common Shareholders shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when declared by the Board of Directors out of monies properly applicable to the payment of dividends, in such amount and in such form as the Board of Directors may from time to time determine.

(ii) *Equal Participation*. Subject to the provisions of Section 11.3(a)(i) hereof, the Class A Common Shares and the Common Shares shall participate equally as to dividends, and all dividends which the Board of Directors may determine to declare and pay in any financial period of the Corporation shall be declared and paid in equal amounts per share and at the same time on all Class A Common Shares and all Common Shares at the time issued and outstanding, without preference or distinction.

(b) Liquidation. The Class A Common Shareholders, the Common Shareholders and the holders of the Class C Preferred Shares shall, subject to the prior rights of the Special Shareholders and to any other shares ranking senior to the Class A Common Shares and Common Shares with respect to priority in any Liquidation Distributions, be entitled to receive the remaining property and assets of the Corporation rateably among the holders of the Class A Common Shares, Common Shares and Class C Preferred Shares on a Common Share Equivalent Basis until the holders of Class C Preferred Shares receive a maximum of 1.75 times the original subscription price of the Class C Preferred Shares ("**Maximum**

Participation Preference") and thereafter the Class A Common Shareholders and the Common Shareholders shall receive the remaining property and assets of the Corporation equally share for share, without preference or distinction. Notwithstanding the foregoing, each holder of Class C Preferred Shares shall be entitled to receive upon such liquidation, dissolution or winding up of the Corporation the greater of (i) the Maximum Participation Preference and (ii) the amount such holder would have received if all shares of Class C Preferred Shares had been converted into Class A Common Shares immediately prior to such liquidation, dissolution or winding up of the Corporation.

(c) Purchase by the Corporation. Subject to the Articles and the provisions of the Act, the Corporation may at any time or from time to time purchase (if obtainable) all or any part of the outstanding Class A Common Shares or all or any part of the outstanding Common Shares at the lowest price at which, in the opinion of the Board of Directors, such shares are obtainable. Except where all of the outstanding Class A Common Shareholders and Common Shareholders consent to the purchase, the Corporation may purchase such shares only pursuant to tenders received by the Corporation upon request for tenders addressed to all of the Class A Common Shareholders and Common Shareholders, and the Corporation shall accept only the lowest tenders. Where, in response to the invitation for tenders, two or more shareholders submit tenders at the same price and the tenders are accepted by the Corporation as to only part of the Class A Common Shares and Common Shares offered, the Corporation shall accept part of the Class A Common Shares or Common Shares offered in such tender in proportion as nearly as may be to the total number of Class A Common Shares and Common Shares offered in each such tender (disregarding fractions).

(d) Voting.

(i) *Voting Rights*. The Common Shareholders shall be entitled to receive notice of and to attend (in person or by proxy) and be heard at all meetings of the shareholders of the Corporation (except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series) and shall have one vote for each Common Share held at all such meetings.

(ii) *Voting Restrictions*. The Class A Common Shareholders shall not be entitled as such (except as hereinafter specifically provided and except as otherwise provided by the Act) to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.

(iii) *Limited Notice Rights*. The Class A Common Shareholders shall, however, have the right to receive notice of and to attend (but not vote at) all meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation pursuant to the Act or a sale, lease or exchange of all or substantially all of the property of the Corporation other than in the ordinary course of business pursuant to the Act.

(e) Equality. Except as otherwise expressly provided herein, the rights, privileges, restrictions and conditions attaching to the Class A Common Shares and the Common Shares shall be identical in all respects, and, without limiting the generality of the foregoing, no rights of any kind shall be conferred by the Corporation on the holders of any such class of shares unless the same rights are conferred on the holders of the other class of shares, without distinction as to the class of share held.

12. SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO CLASS C PREFERRED SHARES

12.1 Definitions

In this Article 12, the following capitalized words and phrases shall, unless there is something in the context otherwise inconsistent therewith, have the following meanings, respectively:

(a) "**Additional Shares**" has the meaning set forth in Section 1(a)(i)(A)(a);

(b) "**Affiliate**" has the meaning as set forth in the Act;

(c) "**Automatic Conversion Event**" has the meaning set forth in Section 12.12.2(l)(ii);

(d) "**Class C Holder**" means, at any time, a holder of Class C Preferred Shares;

(e) "**Class C Preferred Share Dividend**" has the meaning set forth in Section 12.12.2(b);

(f) "**Class C Conversion Price**" means the Original Subscription Price plus the amount of all declared but unpaid dividends per Class C Preferred Share as such amount is adjusted from time to time pursuant to Sections 12.12.2(l)(iv), 12.2(l)(v), 12.2(l)(vi), 12.2(l)(vii) and 12.2(l)(viii);

(g) "**Class C Preferred Share Conversion Rate**" means the number obtained by dividing the Original Subscription Price by the Class C Conversion Price;

(h) "**Common Share Equivalent Basis**" means, for purposes of the calculation, an assumption that the Class C Preferred Shares convertible into or exercisable for Class A Common Shares have been so exercised or converted immediately prior to a Liquidity Event.

(i) "**Convertible Securities**" has the meaning set forth in Section 12.12.2(l)(iv);

(j) "**Equity Securities**" means:

(i) shares, including preferred shares, or any other securities of the Corporation that carry the residual right to participate in the earnings of the Corporation and, on liquidation, dissolution or winding-up, in the assets of the Corporation, whether or not the security carries voting rights;

(ii) any warrants, options or rights entitling the holders thereof to purchase or acquire any such securities; or

(iii) any securities issued by the Corporation which are convertible or exchangeable into such securities;

(k) "**Excluded Issuances**" means Shares issued or issuable:

(i) pursuant to a subdivision, amalgamation or reorganization of the Corporation;

(ii) as a dividend payable in Shares;

(iii) as part of a Qualified IPO;

(iv) pursuant to any increase in the number of shares reserved under the Corporation's employee stock option plan existing as of the Original Issue Date;

(v) pursuant to a warrant issued in connection with the issuance of Class C Preferred Shares;

(vi) pursuant to the options, warrants, agreements or other rights existing as of the respective Original Issue Date to purchase or acquire Common Shares.

(l) "**Junior Securities**" has the meaning set forth in Section 12.12.2(a), as applicable;

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

(i) the liquidation, dissolution or winding up of the Corporation or other distribution of the assets of the Corporation among all or some of its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary (unless such event is waived as being a Liquidity Event by Preferred Approval); or

(ii) a merger, acquisition, sale of voting control in which the shareholders of the Corporation do not own a majority of the outstanding shares of the surviving corporation or a sale of substantially all of the assets of the Corporation (unless such event is waived as being a Liquidity Event by Preferred Approval).

(n) "**Options**" has the meaning set forth in Section 12.12.2(l)(iv);

(o) "**Original Issue Date**" means the date on which the Class C Preferred Shares are first issued;

(p) "**Original Subscription Price**" means the amount per share paid for the Class C Preferred Shares;

(q) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation with or without share capital, body corporate, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(r) "**Preferred Approval**", in respect of a matter, means that respective Class C Holders holding more than 50% of the respective Class C Preferred Shares issued and outstanding at the time have approved of the matter by:

(i) instrument in writing which describes the matter approved; or

(ii) following a meeting at which the Class C Holders vote together as a separate group.

(s) "**Qualified IPO**" means the initial public offering pursuant to which the Common Shares of the Corporation at a per share price not less than 2 times the Original Subscription Price (as adjusted for stock splits and dividends) of the Corporation (or a successor entity) are listed on the Toronto Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Hong Kong Stock Exchange, the Frankfurt Stock Exchange, the Sydney Stock Exchange or the London Stock Exchange (LSE), the aggregate proceeds of such offering not less than seventy-five million ($75,000,000) prior to deduction of underwriter's commissions and expenses;

(t) "**Redemption Amount**" means the sum of:

(i) the Original Subscription Price; plus

(ii) Class C Preferred Share Dividend.

(u) "**Shares**" means the Class A Common Shares, Common Shares, Special Shares and Class C Preferred Shares and any other Junior Securities and shares of any other class in the share capital of the Corporation from time to time; and

12.2 Rights, Privileges, Restrictions and Conditions.

(a) **Rank.** The Class C Preferred Shares, with respect to dividend distributions and distributions upon the dissolution, liquidation or winding up of the Corporation, rank senior to the Special Shares, Class A Common Shares, Common Shares and to each other class of shares issued by the Corporation after the Original Issue Date which by its terms ranks junior to the Class C Preferred Shares, as to dividend distributions or distributions upon the dissolution, liquidation or winding up of the Corporation or which does not specify its rank (together with the Common Shares referred to, as the "**Junior Securities**").

(b) **Dividends**. Each Class C Holder, for each Class C Preferred Share held, in priority to the Junior Securities, shall be entitled, subject to the Act, to receive, and the Corporation shall pay thereon, as and when declared by the Board out of monies of the Corporation properly applicable to the payment of dividends, a fixed preferential non-cumulative dividend equal to 8% of the Original Subscription Price (the "**Class C Preferred Share Dividend**"). The Board will be entitled from time to time to declare part of the Class C Preferred Share Dividend for any financial year notwithstanding that such dividend for such financial year is not declared in full. The Class C Holders shall not be entitled to any dividends other than, or in excess of, the dividends declared by the Board pursuant to this Section 12.2(b). If after the expiration of any financial year of the Corporation the Board shall not have declared the said dividend or any part thereof on the Class C Preferred Shares for such financial year, then the rights of the Class C Holders Shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished.

(c) **Voting Rights**. Except as required by law, the Class C Holders shall not be entitled to receive notice of, to attend meetings of the shareholders of the Corporation, or to vote at such meetings.

(d) **Liquidation, Dissolution and Winding-up**. In the event of a Liquidity Event, the Class C Holders shall, subject to the requirements of the Act, be entitled to receive for each Class C Preferred Share held, in preference and prior to any distribution of any of the assets and property of the Corporation to holders of Junior Securities, an amount equal to the Redemption Amount.

(e) In the event of a Liquidity Event described in Section 12.1(m)(i), the remaining assets available for distribution to the holders of the Class A Common Shares and Common Shares shall be distributed rateably to the holders of the Class A Common Shares, holders of Common Shares and the Class C Holders on a Common Share Equivalent Basis up to a maximum, including any amounts received pursuant to Section 12.2(d), of 1.75 times the Original Subscription Price for the Class C Holders (the "**Maximum Participating Preference**").

(f) In the event of a Liquidity Event described in Section 12.1(m)(ii), the Class C Holders shall, subject to the requirements of the Act, be entitled to receive, in addition to the Redemption Amount, an additional amount such Class C Holders would have been entitled to receive pursuant to Section 12.2(e) as if a Liquidity Event as described in Section 12.2(m)(i) had occurred and the remaining assets of the Corporation distributed in accordance with Section 12.2(e).

(g) If all assets of the Corporation shall be insufficient to permit the payment in full to the holders of Class C Preferred Shares of all amounts so distributable to them, then the entire assets of the Corporation available for such distribution shall be distributed rateably among the holders of Class C Preferred Shares in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(h) After such payments shall have been made in full to the holders of the Class C Preferred Shares, or funds necessary for such payments shall have been set aside by the Corporation in trust for the account of holders of Class C Preferred Shares so as to be available for such payments, the remaining assets available for distribution shall be distributed among the holders of the Junior Securities in accordance with their respective terms.

(i) After any conversion of Class C Preferred Shares into Class A Common Shares pursuant to Section 12.2(l), the holder of such Class A Common Shares shall not be entitled to any preferential payment or distribution in case of any liquidation, dissolution or winding up, but shall share rateably in any distribution of the assets of the Corporation among the holders of Class A Common Shares and Common Shares.

(j) Whenever the distributions provided for in this Section 12.2 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(k) Notwithstanding the foregoing, each holder of Class C Preferred Shares shall be entitled to receive upon such liquidation, dissolution or winding up of the Corporation the greater of (i) the Maximum Participation Preference and (ii) the amount such holder would have received if all shares of Class

C Preferred Shares had been converted into Class A Common Shares immediately prior to such liquidation, dissolution or winding up of the Corporation.

(l) **Conversion of Class C Preferred Shares.** Class C Holders shall have conversion rights as follows:

(i) Right to Convert - Each Class C Preferred Share shall be convertible, at the option of the Class C Holder thereof, at any time after the date of issuance of such share and from time to time, into that number of fully paid and non-assessable Class A Common Shares as is equal to the Class C Preferred Share Conversion Rate in effect on the date the share certificate evidencing such Class C Preferred Share is surrendered for conversion.

(ii) Automatic Conversion. Each Class C Preferred Share shall automatically be converted into that number of fully paid non-assessable Class A Common Shares as is equal to the Class C Preferred Share Conversion Rate in effect on the effective date of the Automatic Conversion Event, contemporaneously with the occurrence of the earliest of the following events (each an "**Automatic Conversion Event**"):

(A) the closing of a Qualified IPO; or

(B) The date specified for such conversion by Preferred Approval (which date may not be less than 3 Business Days nor more than 15 Business Days following the date of such approval).

(iii) Mechanics of Conversion.

(A) To convert Class C Preferred Shares into Class A Common Shares, the Class C Holder must first surrender the certificate or certificates for those Class C Preferred Shares, duly endorsed, at the office of the Corporation or of any transfer agent for such shares, and give notice in writing to the Corporation at such office that the Class C Holder elects to convert those shares. This notice shall also state the number of Class C Preferred Shares the Class C Holder wishes to be converted and shall be signed by such Class C Holder or his or her duly authorized attorney or agent. The Corporation shall, within 3 Business Days thereafter, issue and deliver to such Class C Holder, a certificate or certificates representing the number of Class A Common Shares to which the Class C Holder shall be entitled upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of receipt of the notice and the surrender of the certificates representing the Class C Preferred Shares to be converted, and the Person or Persons entitled to receive the Class A Common Shares issuable upon such conversion shall be treated for all purposes as the holder or holders of record of such Common Shares on such date. If some but not all Class C Preferred Shares represented by a certificate or certificates surrendered by a Class C Holder are converted, the Corporation shall issue and deliver to the Class C Holder a new certificate representing the number of Class C Preferred Shares which were not converted.

(B) Upon the occurrence of an Automatic Conversion Event pursuant to Section 12(l)(ii), the outstanding Class C Preferred Shares will be converted automatically effective as of the date of the Automatic Conversion Event, without any further action by the Class C Holders and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. The Corporation is not required to issue certificates evidencing the Class A Common Shares issuable upon such automatic conversion until certificates formerly evidencing the converted Class C Preferred Shares are either delivered to the Corporation or its transfer agent, or the Class C Holder notifies the Corporation that such certificate has been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificate. The Corporation will, within 3 Business Days thereafter, issue and deliver to such Class C Holder and in its name as shown on such surrendered certificate or certificates, a certificate or certificates representing the number of Class A Common Shares into which the Class C Preferred Shares surrendered were converted on the date on which such automatic conversion occurred. Such conversion shall be deemed to have been made effective on the date the Automatic Conversion Event occurred and the Person or Persons entitled to receive the Class A Common Shares issuable upon such automatic conversion shall be treated for all purposes as the holder or holders of record of such Class A Common Shares on such date.

(C) Effective upon the date of conversion, a Class C Holder's rights in respect of the Class C Preferred Shares converted into Class A Common Shares shall cease and be of no further force or effect including, without limitation, any dividends or liquidation rights as set forth herein and each Person in whose name any certificate for Class A Common Shares is issuable upon such conversion is deemed to have become the holder of record of such Class A Common Shares. Concurrently with any such registered holder ceasing to be a holder of Class C Preferred Shares, the holder shall be considered and deemed for all purposes to be the holder of the Class A Common Shares deliverable to it pursuant to this Section 12(l), the Class C Preferred Shares held by such holder shall be deemed to have been converted into Class A Common Shares, and certificates formerly representing such Class C Preferred Shares shall cease to represent any interest in the Corporation and shall be deemed to represent only the right to receive the Class A Common Shares deliverable to the holder upon the conversion of the Class C Preferred Shares in accordance with this Section 12(l).

(iv) <u>Adjustments to the Class C Conversion Price for Certain Dilutive Issues</u>.

(A) <u>Special Definitions</u>. In Section 12.2(l)(iv):

(a) "**Additional Shares**" shall mean all Shares (other than Shares issued or issuable pursuant to Excluded Issuances) issued by the Corporation after the Original Issue Date;

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, Shares (other than Shares issued or issuable pursuant to Excluded Issuances) or other securities convertible into or exchangeable for Shares; and

(c) "**Options**" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Additional Shares or Convertible Securities.

(B) No Adjustment of Class C Conversion Price. No adjustment in the Class C Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares if the Corporation receives written notice from the holders of at least 66% of the then outstanding Class C Preferred Shares agreeing that no such adjustment be made as the result of the issuance or deemed issuance of such Additional Shares.

(C) Deemed Issue of Additional Shares.

(a) If the Corporation at any time or from time to time after the Original Issue Date issues Options or Convertible Securities (excluding Options or Convertible Securities that are themselves Excluded Issuances) or fixes a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Class A Common Shares (as set forth in the relating instrument, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any of its provisions for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, will be deemed to be Additional Shares issued as of the time of such issue or, in case such a record date has been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price under 2(i)(iv)(D), are revised as a result of an amendment to such terms or any other adjustment under such Option or Convertible Security (but excluding automatic adjustments to such terms under anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of Class A Common

Shares issuable upon the exercise, conversion and/or exchange of the Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Class C Conversion Price computed upon the original issue of the Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Class C Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of the Option or Convertible Security. Notwithstanding the foregoing, no readjustment under this clause (b) shall increase the Class C Conversion Price to an amount that exceeds the lower of (i) the Class C Conversion Price in effect immediately before the original adjustment made as a result of the issuance of the Option or Convertible Security, or (ii) the Class C Conversion Price that would have resulted from any issuances of Additional Shares (other than deemed issuances of Additional Shares as a result of the issuance of the Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities that are themselves Excluded Issuances), the issuance of which did not result in an adjustment to the Class C Conversion Price under Section 12.2(i)(iv)(D) (either because the consideration per share (determined under Section 12.2(i)(iv)(E)) of the Additional Shares subject thereto was equal to or greater than the Class C Conversion Price then in effect, or because such Option or Convertible Security was issued before the Class C Original Issue Date), are revised after the Class C Original Issue Date as a result of an amendment to such terms or any other adjustment under such Option or Convertible Security (but excluding automatic adjustments to such terms under anti-dilution or similar provisions of the Option or Convertible Security) to provide for either (1) any increase in the number of Class A Common Shares issuable upon the exercise, conversion or exchange of the Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares subject thereto (determined in the manner provided in Section 12.2(i)(iv)(C)(a) will be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) that resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Class C Conversion Price under Section 12.2(i)(iv)(D), the Class C Conversion Price shall be readjusted to such Class C Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of Class A Common Shares issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time the Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Class C Conversion Price under this Section 12.2(i)(iv)(C) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Section 12.2(i)(iv)(C). If the number of Class A Common Shares issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time the Option or Convertible Security is issued or amended, any adjustment to the Class C Conversion Price that would result under this Section 12.2(i)(iv)(C) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Class C Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(D) Adjustment of Class C Conversion Price Upon Issuance of Additional Shares. If the Corporation, at any time after the Original Issue Date, issues Additional Shares (including Additional Shares deemed to be issued under Section 12.2(i)(iv)(C), without consideration or for a consideration per share less than the Class C Conversion Price in effect immediately before such issue, then the Class C Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1^{*} (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(i) "CP2" means the Class C Conversion Price in effect immediately after such issue of Additional Shares

(ii) "CP1" means the Class C Conversion Price in effect immediately before such issue of Additional Shares;

(iii) "A" means the number of Class A Common Shares outstanding immediately before such issue of Additional Shares (treating for this purpose as outstanding all Class A Common Shares issuable upon exercise of Options outstanding immediately before such issue or upon conversion or exchange of Convertible Securities (including the Class C Preferred

Shares) outstanding (assuming exercise of any outstanding Options therefor) immediately before such issue);

(iv) "B" means the number of Class A Common Shares that would have been issued if such Additional Shares had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and

(v) "C" means the number of such Additional Shares issued in such transaction.

(E) Determination of Consideration. For purposes of this Section 12.2(i)(iv)(E), the consideration received by the Corporation for the issue of any Additional Shares shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) if it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) if it consists of property other than cash, be computed at its fair market value at the time of such issue, as determined in good faith by the Corporation's board of directors; and

(iii) if Additional Shares are issued together with other shares or securities or other assets of the Corporation for consideration that covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Corporation's board of directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares deemed to have been issued pursuant to Section 12.2(i)(iv)(C), relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the relating instruments, without regard to any of its provision for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of the Options or the conversion or exchange of the Convertible Securities, or in the case of Options for Convertible Securities, the exercise of the Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of Class A Common Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(F) Multiple Closing Dates. If the Corporation issues on more than one date Additional Shares that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Class C Conversion Price under Section 12.2(i)(iv)(D) and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Class C Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(v) Adjustment for Share Splits and Combinations. If the Corporation, at any time or from time to time after the Original Issue Date, subdivides the outstanding Class A Common Shares, the Class C

Conversion Price in effect immediately before the subdivision shall be proportionately decreased so that the number of Class A Common Shares issuable on conversion of each share of such class be increased in proportion to such increase in the aggregate number of Class A Common Shares outstanding. If the Corporation, at any time or from time to time after the Original Issue Date, combines the outstanding Class A Common Shares, the Class C Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of Class A Common Shares issuable on conversion of each share of such class be decreased in proportion to such decrease in the aggregate number of Class A Common Shares outstanding. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

(vi) Adjustment for Certain Dividends and Distributions. If the Corporation, at any time or from time to time after the Original Issue Date, makes or issues, or fixes a record date for the determination of holders of Common Shares entitled to receive, a dividend or other distribution payable on the Class A Common Shares in additional Class A Common Shares, then and in each such event the Class C Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date is fixed, as of the close of business on such record date, by multiplying the Class C Conversion Price then in effect by a fraction:

(a) the numerator of which is the total number of Class A Common Shares issued and outstanding immediately before the time of such issuance or the close of business on such record date, and

(b) the denominator of which is the total number of Class A Common Shares issued and outstanding immediately before the time of such issuance or the close of business on such record date plus the number of Class A Common Shares issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Class C Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Class C Conversion Price shall be adjusted under this Section as of the time of actual payment of such dividends or distributions; and (b) no such adjustment shall be made if the holders of Preferred Shares simultaneously receive a dividend or other distribution of Class A Common Shares in a number equal to the number of Class A Common Shares as they would have received if all outstanding Class C Preferred Shares had been converted into Class A Common Shares on the date of such event.

(vii) Adjustments for Other Dividends and Distributions. If the Corporation, at any time or from time to time after the Original Issue Date, makes or issues, or fixes a record date for the determination of holders of Class A Common Shares entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of Class A Common Shares in respect of outstanding Common Shares) or in other property and Section 12.2(b) does not apply to such dividend or distribution, then and in each such event the holders of Class C Preferred Shares shall receive, simultaneously with the distribution to the holders of Class A Common Shares, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Class C Preferred Shares had been converted into Class A Common Shares on the date of such event.

(viii) Adjustment for Amalgamation or Reorganization, etc. Subject to Section 12.2(d), if any reorganization, recapitalization, reclassification, consolidation or amalgamation occurs involving the Corporation in which the Class A Common Shares (but not the Class C Preferred Shares) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 12.2(i)(iv), 12.2(i)(vi) or 12.2(i)(vii)), then, following any such reorganization, recapitalization, reclassification, consolidation or amalgamation, each Class C Preferred Share shall be convertible in lieu of the Class A Common Shares into which it was convertible before such event into the kind and amount of securities, cash or other property that a holder of the number of Class A Common Shares of the Corporation issuable upon conversion of one Class C Preferred Share immediately before such reorganization, recapitalization, reclassification, consolidation or amalgamation would have been entitled to receive under such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Corporation's board of directors) shall be made in the application of this Section 12.2(i) with respect to the rights and interests of the holders of Class C Preferred Shares, to the end that this Section 12.2(i) (including provisions with respect to changes in and other adjustments of the Class C Conversion Price) shall be applicable, as nearly as reasonably may be, in relation to any securities or other property deliverable upon the conversion of the Class C Preferred Shares.

(ix) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class C Conversion Price under this Section 12.2(i), the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than within 30 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class C Preferred Shares a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Class C Preferred Shares is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Class C Preferred Shares (but in any event not later than within 30 days), furnish or cause to be furnished to the holder a certificate setting forth (i) the Class C Conversion Price then in effect, and (ii) the number of Class A Common Shares and the amount, if any, of other securities, cash or property that then would be received upon the conversion of Class C Preferred Shares.

(x) Notice of Record Date. In the event:

(a) the Corporation takes a record of the holders of Common Shares (or other shares or securities at the time issuable upon conversion of the Class C Preferred Shares) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Shares of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation.

then, and in each such case, the Corporation shall send or cause to be sent to the holders of Class C Preferred Shares a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, amalgamation, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Class A Common Shares (or such other securities at the time issuable upon the conversion of the Class C Preferred Shares) are entitled to exchange their Class A Common Shares (or such other securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, amalgamation, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Shares and the Class A Common Shares. Such notice shall be sent at least 30 days before the record date or effective date for the event specified in the notice.

(xi) Reservation of Shares Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Shares, solely for the purpose of effecting the conversion of the Class C Preferred Shares, such number of its Class A Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding Class C Preferred Shares.

(xii) Fractional Shares. Notwithstanding any other provision hereof, no fractional share shall be issued upon the conversion of any Class C Preferred Shares. All Class A Common Shares (including fractions thereof) issuable upon conversion of more than one Class C Preferred Share by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a Class A Common Share, the number of Class A Common Shares to be issued shall be rounded down to the nearest whole share.

(xiii) Notices. Any notice required by the provisions of this Section 12.12.2(l) to be given to the Class C Holders shall be deemed given if mailed, postage prepaid, and addressed to each Class C Holder of record at the address appearing on the books of the Corporation.

12.3 Other Rights, Privileges, Restrictions and Obligations.

Class C Preferred Share Approval. In addition to any other rights provided by law, so long as any Class C Preferred Shares are issued and outstanding, the Corporation shall not, without prior Preferred Approval, undertake or proceed with any action that would amend, alter, vary or waive the rights, privileges, restrictions or conditions of the Class C Preferred Shares as a class.