

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ARTICLES OF AMALGAMATION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE CRAYON, INC.		12/31/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	OXFORD LEARNING CENTRES, INC.		
Street Address:	747 HYDE PARK ROAD, SUITE 230		
City:	LONDON, ON		
State/Country:	CANADA		
Postal Code:	N6H 3S3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2763437	BEYOND TUTORING	
Registration Number:	3658954	WAY BEYOND TUTORING	
Registration Number:	5213198	GRADEPOWER LEARNING	
Registration Number:	4219340	GRADE POWER	
Registration Number:	4304723	GRADE POWER LEARNING	
Registration Number:	4367912	GPA 5.0	
Registration Number:	4369297	GPA 5.0	
Registration Number:	2245060	OXFORD LEARNING CENTERS	
Registration Number:	2751976	OXFORD BEYOND TUTORING	
Registration Number:	3228979	SHOEBOX PHONICS	
Registration Number:	3052615	VOWEL MOUNTAIN	
Registration Number:	3813142	OXFORD LEARNING CENTRES	
CORRESPONDENCE DATA			
Fax Number:	3152338320		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3152338300		
Email:	jstevens@burrandbrown.com		
Correspondent Name:	KEVIN C. BROWN		
Address Line 1:	P.O. BOX 869		
TRADEMARK			

OP \$315.00 2763437

Address Line 4: FAYETTEVILLE, NEW YORK 13066

NAME OF SUBMITTER: JANET M. STEVENS

SIGNATURE: /JANET M. STEVENS/

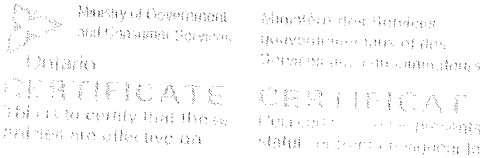
DATE SIGNED: 03/20/2020

Total Attachments: 24

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Ontario Corporation Number
Numéro de la société en Ontario



5026268

JANUARY 02 JANVIER, 2020

Barbara MacNeil
Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business
Corporations
Act

Formule 4
Loi sur les
sociétés par
actions

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

O	X	F	O	R	D		L	E	A	R	N	I	N	G		C	E	N	T	R	E	S	,		I	N	C	.

2. The address of the registered office is:
Adresse du siège social:
747 Hyde Park Road, Suite 230

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

London **ONTARIO** **N 6 H 3 S 3**
Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste Postal Code/Code postal

3. Number of directors is: Fixed number OR minimum and maximum 1 10
Nombre d'administrateurs: Nombre fixe OU minimum et maximum 1 10

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Robert N. Whitehead	747 Hyde Park Road, Suite 230 London, ON N6H 3S3	Yes
Lenka Whitehead	747 Hyde Park Road, Suite 230 London, ON N6H 3S3	Yes

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

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

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



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

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

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
DNARI Co. Ltd.	002489269	2019	12	31
Oxford Learning Centres, Inc.	000705019	2019	12	31
Oxford Learning International, Inc.	002028793	2019	12	31
Oxford Learning Asia, Inc.	002434162	2019	12	31
Blue Crayon, Inc.	001991202	2019	12	31

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

There are no such restrictions on the business that the Corporation may carry on or on the powers that the Corporation may exercise.

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

The Corporation is authorized to issue an unlimited number of Class A Common Shares, an unlimited number of Class B Common Shares, an unlimited number of Class A Special Shares, an unlimited number of Class B Special Shares, an unlimited number of Class C Special Shares, an unlimited number of Class D Special Shares, an unlimited number of Class E Special Shares, an unlimited number of Class F Special Shares, an unlimited number of Class G Special Shares, an unlimited number of Class H Special Shares, an unlimited number of Class I Special Shares, an unlimited number of Class J Special Shares, an unlimited number of Class K Special Shares, an unlimited number of Class L Special Shares and an unlimited number of Class Z Special Shares.

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

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

See attached.

A. COMMON SHARES. The Class A Common Shares and Class B Common Shares (collectively, the Common Shares) shall have attached thereto the following rights, privileges, restrictions and conditions:

(i) The holders of the Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders, and to one vote for each Common Share held at all such meetings, except meetings at which only holders of a specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

(ii) Subject to subsection (iv) below, the holders of any class of Common Shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when so declared by the Board of Directors of the Corporation (the Board) out of moneys properly applicable to the payment of dividends, in such amounts and in such form as the Board may determine from time to time, it being expressly acknowledged that the Board may declare and pay dividends on any class of Common Shares to the exclusion of the other class of Common Shares or any other class of shares unless otherwise expressly provided in respect of such other class of shares.

(iii) In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, following the payment of all amounts owed to the holders of all classes of shares that rank senior to the Common Shares in such circumstances, including all classes of Special Shares, the holders of Common Shares shall be entitled to receive the remaining property and assets of the Corporation, provided that such remaining property and assets shall be paid or distributed equally share-for-share to the holders of the Common Shares then outstanding, without preference or priority.

(iv) Notwithstanding any other provision of this Section A, no dividends shall be declared or paid on the Common Shares, nor shall any of the Common Shares be purchased for cancellation, if, after the payment of such dividend or the payment of the purchase price of such shares, the net realizable value of the net assets of the Corporation, as determined in accordance with generally acceptable valuation and accounting principles, would be less than the aggregate Redemption Price of all of the issued and outstanding classes of Special Shares of the Corporation.

B. CLASS A – K SPECIAL SHARES. The Class A Special Shares, the Class B Special Shares, the Class C Special Shares, the Class D Special Shares, the Class E Special Shares, the Class F Special Shares, the Class G Special Shares, the Class H Special Shares, the Class I Special Shares, the Class J Special Shares and the Class K Special Shares (collectively, the Base Special Shares) shall have attached thereto the following rights, privileges, restrictions and conditions:

(i) Except as otherwise provided by law, the holders of any class of Base Special Shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting.

(ii) Subject to section (vii) below, the holders of each class of Base Special Shares shall be entitled to receive as and when declared by the Board out of monies properly applicable to the payment of dividends, non-cumulative annual dividends at a rate to be determined by the Board

based on their respective Redemption Amount (as defined below) not to exceed six percent (6%), it being expressly acknowledged that the Board may declare and pay dividends on any class of Base Special Shares to the exclusion of any other class of shares of any class of shares, including any other class of Base Special Shares.

(iii) Subject to any adjustment required as set out below, the redemption amount for any class of Base Special Shares (such amount, as adjusted and in each case, being referred to on this Section B as the Redemption Amount), shall be set by the Board at the time that such shares are issued (it being expressly acknowledged that the Redemption Amount for each class of Base Special Shares may be different for any other class of Base Shares). Notwithstanding the foregoing, in the event that the fair market value of any property received as consideration for the issuance of any Base Special Shares (the Fair Market Value) should be determined to be different from the fair market value determined at the time such shares were issued, whether:

- i. by a tribunal or court of competent jurisdiction;
- ii. by agreement between the Corporation and the Canada Revenue Agency or its successor or provincial counterpart; or
- iii. by agreement between the Corporation and the holders of such class of Base Special Shares,

then, subject to the Business Corporations Act (Ontario) (the Act), the Redemption Amount of such class of Base Special Shares shall be increased or decreased, as the case requires, by an amount equal to the difference between the amount determined by the Board at the time such shares were issued and the Fair Market Value divided by the number of Base Special Shares issued. This adjustment shall be made retroactively, effective as of the date or dates of the issuance of such shares.

If any adjustment is made to the Redemption Amount of any class of Base Special Shares from the amount determined by the Board at the time of their issuance pursuant to this subsection, and as a result an adjustment to the stated capital of such class of Base Special Shares is required, then subject to the provisions of the Act, the stated capital of such class of Base Special Shares shall be adjusted retroactively, effective as of the date or dates of the issuance of such shares. Furthermore, in the event that any dividends are declared and paid on any class of Base Special Shares or any Base Special Shares are redeemed or purchased by the Corporation prior to any adjustment to the Redemption Amount of such class of Base Special Shares being made pursuant to this subsection, the Corporation shall forthwith pay any adjustment required to comply with the provisions of these subsections in the event that the Redemption Amount of such class of Base Special Shares is higher than the amount determined by the Board at the time of their issuance, or shall make demand for payment of the difference in the event that the Redemption Amount of such class of Base Special Shares is less than such amount.

(iv) Subject to subsection (vii) below, the Corporation may redeem at any time, in whole or in part, any outstanding class of Base Special Shares on payment for each share to be redeemed of the Redemption Amount of such Base Shares, together with an amount equal to any declared but unpaid dividends thereon (the aggregate amount to be paid for each such Base Special Share to be redeemed being hereinafter referred to in this Section B as the Redemption Price)

upon giving not less than 10 days written notice to the holders thereof at their last known address, which notice may be waived. The redemption notice shall set out the Redemption Price and the date on which the redemption is to take place and, if only some of the shares held by the person to whom such notice is addressed are to be redeemed, the number thereof to be so redeemed; provided that, where there is more than one holder of any class of Base Special Shares to be redeemed in part, than, unless otherwise agreed by such holders, such class of Base Special Shares shall be redeemed pro rata.

On or after the date specified for the redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the class of Base Special Shares to be redeemed the Redemption Price thereof on presentation and surrender of the certificates representing the Base Special Shares called for redemption and such Base Special Shares shall thereupon be redeemed at the head office of the Corporation or any other place designated in such notice. If only some of the Base Special Shares represented by any certificate are being redeemed, a new certificate for the balance of the Base Special Shares which have not been redeemed shall be issued by to the holder thereof by the Corporation. From and after the date specified in any such redemption notice, the Base Special Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the applicable Redemption Price has not been made upon presentation of certificates in accordance with this section, in which case the rights of the holders thereof shall remain unaffected. In the event that the holder of any class of Base Special Shares to be redeemed in accordance with this section does not surrender the certificates representing such shares on or before the date specified for redemption, then the Corporation shall have the right, at any time on or after such date, to redeem such Base Special Shares by depositing the applicable Redemption Price of such shares so called for redemption into a separate account at the Corporation's financial institution, and upon such deposit, such Base Special Shares called for redemption shall be deemed to have been redeemed. Upon presentation and surrender of the certificates representing such Base Special Shares so redeemed, the holder thereof shall be entitled to the release of the principal only on the amount held on deposit, less any costs incurred to maintain such account. Any interest accruing on such account shall be released to the Corporation.

(v) Subject to subsection (vii) below, a holder of any class of Base Special Shares shall be entitled to require the Corporation to redeem, at any time or times, some or all of the Base Special Shares registered in the holder's name on the books of the Corporation by tendering to the Corporation at its head office written notice specifying the number and class of Base Special Shares that the holder would like redeemed, the business day that the holder would like such shares to be redeemed, which in no event shall be earlier than 30 days following the Corporation's receipt of such notice unless otherwise agreed by the Corporation, and the share certificate representing the Base Special Shares which the holder wishes to have the Corporation redeem.

Subject to any restrictions imposed by the Act, upon receipt of such request and the share certificate representing the Base Special Shares which the holder wishes to have the Corporation redeem, the Corporation shall, on the date requested for the redemption of the such Base Special Shares, redeem such Base Special Shares by paying to the holder an amount equal to the aggregate Redemption Price for all Base Special Shares being redeemed. Upon such payment, the said Base Special Shares shall be redeemed, and from and after such time,

such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders thereof.

(vi) Subject only to the prior rights of the holders of the Class V Special Shares in such circumstances, in the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Base Special Shares and the Class L Special Shares shall rank *pari passu* in respect of the distribution of the Corporation's assets based on the respective Redemption Price of the issued and outstanding Base Special Shares and Class L Special Shares. Upon full payment of the Redemption Price of each class of Base Special Shares, such shares shall not be entitled to participate further in the distribution of assets of the Corporation.

(vii) Notwithstanding any other provision of this Section B, no dividends shall be declared or paid on any class of Base Special Shares, nor shall any of the Base Special Shares be redeemed or purchased for cancellation, if, after the payment of such dividend or the payment of the Redemption Price or purchase price of such shares, the net realizable value of the net assets of the Corporation, as determined in accordance with generally acceptable valuation and accounting principles, would be less than the aggregate Redemption Price of all of the issued and outstanding Special Shares unless otherwise agreed by the holders of all of the issued and outstanding Special Shares.

C. **CLASS L SPECIAL SHARES.** The Class L Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(i) The holders of the Class L Special Shares shall be entitled to receive notice of and to attend all meetings of the shareholders, and to one (1) vote for each Class L Special Share held at all such meetings, except meetings at which only holders of a specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

(ii) Subject to subsection (vii) below, the holders of the Class L Special Shares shall be entitled to receive as and when declared by the Board out of monies properly applicable to the payment of dividends, non-cumulative annual dividends at a rate to be determined by the Board based on the Class L Redemption Amount (as defined below) not to exceed six percent (6%), it being expressly acknowledged that the Board may declare and pay dividends on the Class L Special Shares to the exclusion of any other class of shares.

(iii) Subject to any adjustment required as set out below, the redemption amount for each Class F Special Share (such amount, as adjusted, being referred to as the Class F Redemption Amount), shall be set by the Board at the time that such shares are issued. Notwithstanding the foregoing, in the event that the fair market value of any property received as consideration for the issuance of any Class L Special Shares (the Class L Fair Market Value) should be determined to be different from the fair market value determined at the time such shares were issued, whether:

- i. by a tribunal or court of competent jurisdiction;
- ii. by agreement between the Corporation and the Canada Revenue Agency or its successor or provincial counterpart; or

iii. by agreement between the Corporation and the holders of the Class L Special Shares,

then, subject to the Act, the Class L Redemption Amount shall be increased or decreased, as the case requires, by an amount equal to the difference between the amount determined by the Board at the time such shares were issued and the Class L Fair Market Value divided by the number of Class L Special Shares issued. This adjustment shall be made retroactively, effective as of the date or dates of the issuance of such shares.

If any adjustment is made to the Class L Redemption Amount from the amount determined by the Board at the time of their issuance pursuant to this subsection, and as a result an adjustment to the stated capital of the Class L Special Shares is required, then subject to the provisions of the Act, the stated capital of the Class L Special Shares shall be adjusted retroactively, effective as of the date or dates of the issuance of such shares. Furthermore, in the event that any dividends are declared and paid on the Class L Special Shares or any Class L Special Shares are redeemed or purchased by the Corporation prior to any adjustment to the Class L Redemption Amount being made pursuant to this subsection, the Corporation shall forthwith pay any adjustment required to comply with the provisions of these subsections in the event that the Class L Redemption Amount is higher than the amount determined by the Board at the time of their issuance, or shall make demand for payment of the difference in the event that the Class L Redemption Amount is less than such amount.

(iv) Subject to subsection (vii) below, the Corporation may redeem at any time, in whole or in part, the outstanding Class L Special Shares on payment for each share to be redeemed of the Class L Redemption Amount, together with an amount equal to any declared but unpaid dividends thereon (the aggregate amount to be paid for each Class L Special Share to be redeemed being hereinafter called the Class L Redemption Price) upon giving not less than 10 days written notice to the holders thereof at their last known address, which notice may be waived. The redemption notice shall set out the Class L Redemption Price and the date on which the redemption is to take place and, if only some of the shares held by the person to whom such notice is addressed are to be redeemed, the number thereof to be so redeemed; provided that, where there is more than one holder of the Class L Special Shares to be redeemed in part, than, unless otherwise agreed by such holders, such Class L Special Shares shall be redeemed pro rata.

On or after the date specified for the redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class L Special Shares to be redeemed the Class L Redemption Price on presentation and surrender at the head office of the Corporation, or any other place designated in such notice, of the certificates representing the Class L Special Shares called for redemption and such Class L Special Shares shall thereupon be redeemed. If only some of the Class L Special Shares represented by any certificate are being redeemed, a new certificate for the balance of the Class L Special Shares which have not been redeemed shall be issued by the Corporation. From and after the date specified in any such redemption notice, the Class L Special Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Class L Redemption Price has not been made upon presentation of certificates in accordance with this section, in which case the rights of the holders thereof shall remain unaffected. In the event that the holder of any Class L Special Shares to be redeemed in accordance with this section does not surrender the certificates representing such shares on or before the date specified for redemption, then the Corporation

shall have the right, at any time on or after such date, to redeem such Class L Special Shares by depositing the Class L Redemption Price of such shares so called for redemption into a separate account at the Corporation's financial institution, and upon such deposit, such Class L Special Shares called for redemption shall be deemed to have been redeemed. Upon presentation and surrender of the certificates representing such Class L Special Shares so redeemed, the holder thereof shall be entitled to the release of the principal only on the amount held on deposit, less any costs incurred to maintain such account. Any interest accruing on such account shall be released to the Corporation.

(v) Subject to subsection (vii) below, a holder of Class L Special Shares shall be entitled to require the Corporation to redeem, at any time or times, some or all of the Class L Special Shares registered in the holder's name on the books of the Corporation by tendering to the Corporation at its head office written notice specifying the number of Class L Special Shares that the holder would like redeemed, the business day that the holder would like such shares to be redeemed, which in no event shall be earlier than 30 days following the Corporation's receipt of such notice unless otherwise agreed by the Corporation, and the share certificate representing the Class L Special Shares which the holder wishes to have the Corporation redeem.

Subject to any restrictions imposed by the Act, upon receipt of such request and the share certificate representing the Class L Special Shares which the holder wishes to have the Corporation redeem, the Corporation shall, on the date requested for the redemption of the Class L Special Shares, redeem such Class L Special Shares by paying to the holder an amount equal to the aggregate Class L Redemption Price for each Class L Special Share being redeemed. Upon such payment, the said Class L Special Shares shall be redeemed, and from and after such time, such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders thereof.

(vi) Subject only to the prior rights of the holders of the Class V Special Shares in such circumstances, in the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class L Special Shares shall rank *pari passu* with the holders of the Base Special Shares in respect of the distribution of the Corporation's assets based on the respective Redemption Price of the issued and outstanding Class L Special Shares and Base Special Shares. Upon full payment of the Class L Redemption Price, the Class L Special Shares shall not be entitled to participate further in the distribution of assets of the Corporation.

(vii) Notwithstanding any other provision of this Section C, no dividends shall be declared or paid on the Class L Special Shares, nor shall any of the Class L Special Shares be redeemed or purchased for cancellation, if, after the payment of such dividend or the payment of the Redemption Price or purchase price of such shares, the net realizable value of the net assets of the Corporation, as determined in accordance with generally acceptable valuation and accounting principles, would be less than the aggregate Redemption Price of all of the issued and outstanding Special Shares unless otherwise agreed by the holders of all of the issued and outstanding Special Shares.

D. **CLASS V SPECIAL SHARES.** The Class V Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

on the books of the Corporation by tendering to the Corporation at its head office written notice specifying the number of Class V Special Shares that the holder would like redeemed, the business day that the holder would like such shares to be redeemed, which in no event shall be earlier than 30 days following the Corporation's receipt of such notice unless otherwise agreed by the Corporation, and the share certificate representing the Class V Special Shares which the holder wishes to have the Corporation redeem.

Subject to any restrictions imposed by the Act, upon receipt of such request and the share certificate representing the Class V Special Shares which the holder wishes to have the Corporation redeem, the Corporation shall, on the date requested for the redemption of the Class V Special Shares, redeem such Class V Special Shares by paying to the holder an amount equal to the aggregate Class V Redemption Price for each Class V Special Share being redeemed. Upon such payment, the said Class V Special Shares shall be redeemed, and from and after such time, such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders thereof.

(vi) In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class V Special Shares shall be entitled to receive the Class V Redemption Amount before any distribution of any assets of the Corporation to the holders of any other class of shares. Upon full payment of the Class V Redemption Amount, the Class V Special Shares shall not be entitled to participate further in the distribution of assets of the Corporation.

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

No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

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

None.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

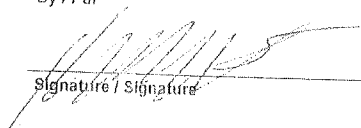
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

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

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

Dnari Co. Ltd.

Names of Corporations / Dénomination sociale des sociétés
By / Par

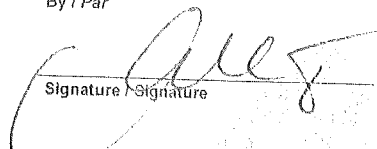
 Signature / Signature

Robert N. Whitehead
Print name of signatory /
Nom du signataire en lettres moulées

President
Description of Office / Fonction

Oxford Learning Centres, Inc.

Names of Corporations / Dénomination sociale des sociétés
By / Par

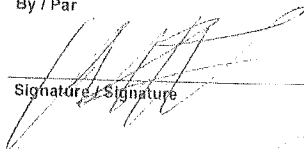
 Signature / Signature

Lenka Marie Whitehead
Print name of signatory /
Nom du signataire en lettres moulées

President
Description of Office / Fonction

Oxford Learning International, Inc.

Names of Corporations / Dénomination sociale des sociétés
By / Par

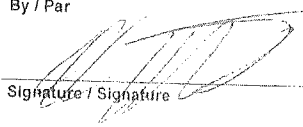
 Signature / Signature

Robert N. Whitehead
Print name of signatory /
Nom du signataire en lettres moulées

President
Description of Office / Fonction

Blue Crayon, Inc.

Names of Corporations / Dénomination sociale des sociétés
By / Par

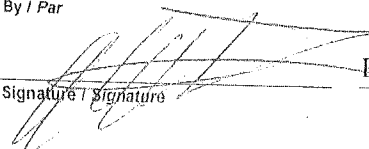
 Signature / Signature

Robert N. Whitehead
Print name of signatory /
Nom du signataire en lettres moulées

President
Description of Office / Fonction

Oxford Learning Asia, Inc.

Names of Corporations / Dénomination sociale des sociétés
By / Par

 Signature / Signature

Robert N. Whitehead
Print name of signatory /
Nom du signataire en lettres moulées

President
Description of Office / Fonction

SCHEDULE "A"
STATEMENT OF DIRECTOR
SECTION 178(2)

I, Robert N. Whitehead, solemnly state that:

1. I am the President of DNARI Co. Inc. (hereinafter called the "Corporation"), which intends to amalgamate with Oxford Learning Centres, Inc., Oxford Learning International, Inc., Oxford Learning Asia, Inc. and Blue Crayon, Inc. to form a company to be known as "Oxford Learning Centres, Inc." (the "Amalgamated Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - a. each amalgamating corporation is, and the Amalgamated Corporation will be, able to pay its liabilities as they become due;
 - b. the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - c. there are no reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

Dated as of December 31, 2019.


Robert N. Whitehead

SCHEDULE "A"

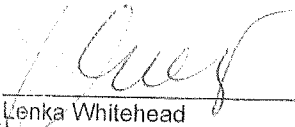
STATEMENT OF DIRECTOR

SECTION 178(2)

I, Lenka Whitehead, solemnly state that:

1. I am the President of Oxford Learning Centres, Inc. (hereinafter called the "Corporation"), which intends to amalgamate with DNARI Co. Inc., Oxford Learning International, Inc., Oxford Learning Asia, Inc. and Blue Crayon, Inc. to form a company to be known as "Oxford Learning Centres, Inc." (the "Amalgamated Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - a. each amalgamating corporation is, and the Amalgamated Corporation will be, able to pay its liabilities as they become due;
 - b. the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - c. there are no reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

Dated as of December 31, 2019.



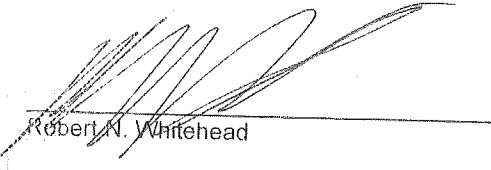
Lenka Whitehead

SCHEDULE "A"
STATEMENT OF DIRECTOR
SECTION 178(2)

I, Robert N. Whitehead, solemnly state that:

1. I am the President of Oxford Learning International, Inc. (hereinafter called the "Corporation"), which intends to amalgamate with Oxford Learning Centres, Inc., DNARI Co. Inc., Oxford Learning Asia, Inc. and Blue Crayon, Inc. to form a company to be known as "Oxford Learning Centres, Inc." (the "Amalgamated Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - a. each amalgamating corporation is, and the Amalgamated Corporation will be, able to pay its liabilities as they become due;
 - b. the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - c. there are no reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

Dated as of December 31, 2019.

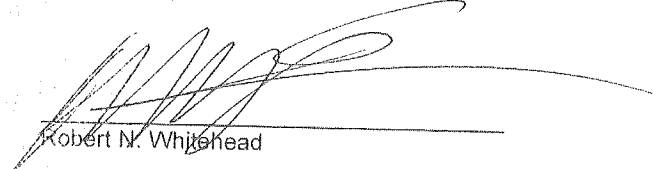

Robert N. Whitehead

SCHEDULE "A"
STATEMENT OF DIRECTOR
SECTION 178(2)

I, Robert N. Whitehead, solemnly state that:

1. I am the President of Oxford Learning Asia, Inc. (hereinafter called the "Corporation"), which intends to amalgamate with Oxford Learning Centres, Inc., Oxford Learning International, Inc., DNARI Co. Inc. and Blue Crayon, Inc. to form a company to be known as "Oxford Learning Centres, Inc." (the "Amalgamated Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - a. each amalgamating corporation is, and the Amalgamated Corporation will be, able to pay its liabilities as they become due;
 - b. the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - c. there are no reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

Dated as of December 31, 2019.

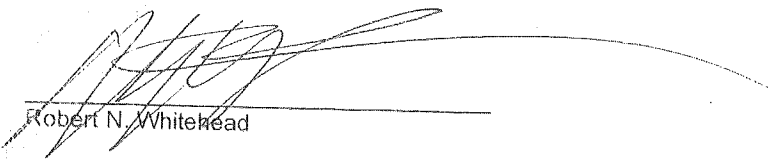

Robert N. Whitehead

SCHEDULE "A"
STATEMENT OF DIRECTOR
SECTION 178(2)

I, Robert N. Whitehead, solemnly state that:

1. I am the President of Blue Crayon, Inc. (hereinafter called the "Corporation"), which intends to amalgamate with Oxford Learning Centres, Inc., Oxford Learning International, Inc., Oxford Learning Asia, Inc. and DNARI Co. Inc. to form a company to be known as "Oxford Learning Centres, Inc." (the "Amalgamated Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - a. each amalgamating corporation is, and the Amalgamated Corporation will be, able to pay its liabilities as they become due;
 - b. the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - c. there are no reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

Dated as of December 31, 2019.



Robert N. Whitehead

SCHEDULE B
AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of December 31, 2019,
AMONGST:

DNARI CO. LTD., an Ontario corporation having its registered office in
London, Ontario

("DNARI")

- and -

OXFORD LEARNING CENTRES, INC., an Ontario corporation having
its registered office in London, Ontario

("OLC")

- and -

OXFORD LEARNING INTERNATIONAL, INC., an Ontario corporation
having its registered office in London, Ontario

("OLI")

- and -

OXFORD LEARNING ASIA, INC., an Ontario corporation having its
registered office in London, Ontario

("OLA")

- and -

BLUE CRAYON, INC., an Ontario corporation having its registered
office in London, Ontario

("BCI")

WHEREAS each of the Amalgamating Corporations intend to amalgamate to continue as
one corporation effective as of January 2, 2019, pursuant to the Act;

AND WHEREAS the Amalgamating Corporations have each made full disclosure to one
another of their respective assets and liabilities;

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the
Amalgamating Corporations agree as follows:

1. In this Agreement, the following terms have the following meanings respectively:
 - a. "**Act**" means the *Business Corporations Act* (Ontario), as amended and re-enacted
from time to time;
 - b. "**Agreement**" means this amalgamation agreement;
 - c. "**Amalgamating Corporations**" means DNARI, OLC, OLI, OLA and BCI, and
"**Amalgamating Corporation**" means any one of them; and

- d. "Amalgamated Corporation" means the corporation continuing from the amalgamation of the Amalgamated Corporations as contemplated herein.
2. The Amalgamating Corporations hereby agree to amalgamate under the provisions of sections 175 and 176 of the Act and to continue as one corporation under the terms and conditions set out in this Agreement, effective as at January 2, 2020.
 3. The name of the Amalgamated Corporation shall be:

OXFORD LEARNING CENTRES, INC.
 4. There shall be no restrictions on the business that the Amalgamated Corporation may carry on or the powers that the Amalgamated Corporation may exercise.
 5. The registered office of the Amalgamated Corporation shall be situated in London, Ontario at 747 Hyde Park Rd, Suite 230, London, Ontario, N6H 3S3 until otherwise changed in accordance with the Act.
 6. The Articles of Amalgamation shall provide that the minimum number of directors of the Amalgamated Corporation shall be one (1) and the maximum number of directors shall be ten (10).
 7. The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of Class A Common Shares, an unlimited number of Class B Common Shares, an unlimited number of Class A Special Shares, an unlimited number of Class B Special Shares, an unlimited number of Class C Special Shares, an unlimited number of Class D Special Shares, an unlimited number of Class E Special Shares, an unlimited number of Class F Special Shares, an unlimited number of Class G Special Shares, an unlimited number of Class H Special Shares, an unlimited number of Class I Special Shares, an unlimited number of Class J Special Shares, an unlimited number of Class K Special Shares, an unlimited number of Class L Special Shares and an unlimited number of Class V Special Shares. The rights, privileges, restrictions and conditions of each class of shares of the Amalgamated Corporation shall be as set out in the draft Articles of Amalgamation presented to the shareholders of each of the Amalgamating Corporations.
 8. Upon amalgamation, the issued and outstanding shares in the capital of the Amalgamating Corporation shall be converted into authorized and issued shares of the Amalgamated Corporation as set out in Exhibit I of this Agreement, other than the shares of OLC held by DNARI which shall be cancelled without repayment of capital.
 9. Following the amalgamation, the holders of the issued and outstanding shares in the capital of the Amalgamating Corporations shall surrender their certificates representing such shares, and new certificates for the shares of the Amalgamated Corporation as set out in Exhibit I shall be issued, or if such shares are to be non-certificated, notice of such issuance shall be given to the holders thereof.
 10. The by-laws of the Amalgamated Corporation shall not be those of any of the Amalgamating Corporations but shall be adopted by the directors and shareholders of the Amalgamated Corporation following the amalgamation. A copy of such by-laws shall be available at the registered office of the Amalgamated Corporation.
 11. The first directors of the Amalgamated Corporation shall be Robert N. Whitehead and Lenka Whitehead. The said first directors shall hold office until the first meeting of the shareholders of the Amalgamated Corporation or until their successors are elected or appointed in accordance with the Act. The first directors shall not be permitted to resign.

unless, at the time the resignation is to become effective, their successors have been elected or appointed.

12. Until changed by the board of directors of the Amalgamated Corporation, the officers of the Amalgamated Corporation shall be as follows:

Robert N. Whitehead – Chief Executive Officer
Lenka Whitehead - President
Lynne Killinger - Secretary

13. The Articles of Amalgamation shall restrict the transfer of shares of the Amalgamated Corporation such that:

No security of the Amalgamated Corporation, other than a non-convertible debt security, may be transferred without the consent of:

- (a) the board of directors of the Amalgamated Corporation, expressed by a resolution duly passed at a meeting of the directors;
- (b) a majority of the directors of the Amalgamated Corporation, expressed by an instrument or instruments in writing signed by such directors;
- (c) the holders of the voting shares of the Amalgamated Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or
- (d) the holders of the voting shares of the Amalgamated Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

14. Upon the amalgamation becoming effective:

- (a) the Amalgamating Corporations shall be amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement;
- (b) the Amalgamating Corporations shall cease to exist as entities separate from the Amalgamated Corporation;
- (c) the Amalgamated Corporation shall possess all the property, rights, privileges and franchises and shall be subject to all liabilities, including civil, criminal and quasi-criminal and all contracts, disabilities and debts of the Amalgamating Corporations;
- (d) a conviction against, or ruling, order or judgment in favour of or against any of the Amalgamating Corporations may be enforced by or against the Amalgamated Corporation;
- (e) the Amalgamated Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against any of the Amalgamating Corporations before the amalgamation became effective; and
- (f) the Articles of Amalgamation of the Amalgamated Corporation shall be deemed to be the articles of incorporation of the Amalgamated Corporation and, except for the purposes of subsection 117(1) of the Act, the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of the Amalgamated Corporation.

15. Upon the shareholders of the Amalgamating Corporations approving the amalgamation pursuant to sections 175 and 176 of the Act, Articles of Amalgamation in prescribed form shall be sent to the Director under the Act, together with such other documents as may be required by the Act or its regulations so as to effect the amalgamation.
16. Notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, the board of directors of any of the Amalgamating Corporations may, without further shareholder approval, terminate this Agreement at any time before the endorsement of a Certificate of Amalgamation.

Signature Page Follows

Signature Page of Oxford Learning Amalgamation Agmt

IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the date first above written.

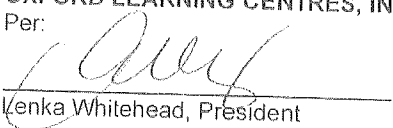
DNARI CO. LTD.

Per:


Robert N. Whitehead, President

OXFORD LEARNING CENTRES, INC.

Per:


Lenka Whitehead, President

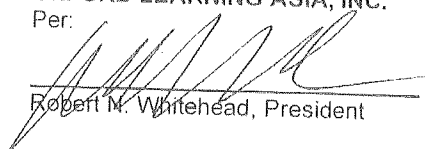
OXFORD LEARNING INTERNATIONAL, INC.

Per:


Robert N. Whitehead, President

OXFORD LEARNING ASIA, INC.

Per:


Robert M. Whitehead, President

BLUE CRAYON, INC.

Per:


Robert N. Whitehead, President

EXHIBIT I

SHARE CONVERSION

Outstanding Shares of the Amalgamating Corporations	Issuable Shares of the Amalgamated Corporation
DNARI - Common Shares	1,000 Class A Special Shares
OLC - Class A Common Shares - Class A Special Shares - Class C Special Shares - Class D Special Shares	1,000 Class B Special Shares 1,000 Class C Special Shares 1,000 Class D Special Shares 1,000 Class E Special Shares
OLI - Class A Common Shares - Class B Common Shares	1,000 Class F Special Shares 1,000 Class G Special Shares
OLA - Common Shares	1,000 Class H Special Shares
BCI - Common Shares - Class A Special Shares - Class B Special Shares	1,000 Class I Special Shares 1,000 Class J Special Shares 1,000 Class K Special Shares

The Common Shares of OLC held by DNARI shall be cancelled upon the amalgamation without repayment of capital, and no shares of the Amalgamated Corporation shall be issued therefore.