

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Articles of Amalgamation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delvinia Technology Inc.		12/22/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	AskingCanadians Inc.		
Street Address:	214 King Street		
Internal Address:	Suite 214		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2T9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4919419	ASKINGAMERICANS	
CORRESPONDENCE DATA			
Fax Number:	5132290683		
<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:	513-229-0383 x107		
Email:	css@hn-iplaw.com		
Correspondent Name:	Cheryl S. Scotney		
Address Line 1:	8837 Chapel Square Drive		
Address Line 2:	Suite C		
Address Line 4:	Cincinnati, OHIO 45249		
ATTORNEY DOCKET NUMBER:	AIR-001 TM		
NAME OF SUBMITTER:	Cheryl S. Scotney		
SIGNATURE:	/Cheryl S. Scotney/		
DATE SIGNED:	08/19/2021		
Total Attachments: 34			
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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
DELVINIA TECHNOLOGY INC.	2121453	2016	12	22
ASKINGCANADIANS INC.	2121457	2016	12	22

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.

The Corporation is not restricted by these articles of incorporation from carrying on any business or businesses or from exercising any power or powers.

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:

- (a) an unlimited number of shares without nominal or par value of a class designated as Class A preference shares (hereinafter called the "Class A Preference Shares");
- (b) an unlimited number of shares without nominal or par value of a class designated as Class B preference shares (hereinafter called the "Class B Preference Shares");
- (c) an unlimited number of shares without nominal or par value of a class designated as Class C preference shares (hereinafter called the "Class C Preference Shares");
- (d) an unlimited number of shares without nominal or par value of a class designated as Class A common shares (hereinafter called the "Class A Common Shares");
- (e) an unlimited number of shares without nominal or par value of a class designated as Class B common shares (hereinafter called the "Class B Common Shares"); and
- (f) an unlimited number of shares without nominal or par value of a class designated as Class C common shares (hereinafter called the "Class C Common 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 Pages 4A to 4P, inclusive, attached hereto and incorporated into these Articles of Amalgamation.

1.0 CLASS A PREFERENCE SHARES

1.1 Voting

The holders of Class A Preference Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class A Preference Share held by such holder.

1.2 Dividends

The holders of the Class A Preference Shares shall, subject to applicable law and in priority to any payment of dividends on the Class B Preference Shares, Class C Preference Shares, Class A Common Shares, Class B Common Shares and Class C Common Shares, be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly applicable to the payment of dividends, preferential non-cumulative monthly dividends at the rate of 5/12ths of 1% per month of the Class A Redemption Amount (as hereinafter defined), calculated and payable monthly. The board of directors shall be entitled from time to time to declare part of the said preferential non-cumulative dividend for any financial month notwithstanding that such dividend for such financial month shall not be declared in full. The holders of the Class A Preference Shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative dividends hereinbefore provided for.

1.3 Redemption

- (a) Subject to applicable law, the Corporation may upon giving notice as hereinafter provided redeem the whole or any part of the then outstanding Class A Preference Shares on payment for each Class A Preference Share to be redeemed of an amount (the "Class A Redemption Price") equal to the sum of:
- (i) the Class A Redemption Amount (as hereinafter defined); plus
 - (ii) any dividends declared on such Class A Preference Share remaining unpaid; less
 - (iii) any amount previously paid to any holder of such Class A Preference Share being redeemed as a result of a reduction of the stated capital account of the Class A Preference Shares.

For the purposes of these articles, the Class A Redemption Amount in relation to each Class A Preference Share shall be equal to the fair market value of the consideration for which such Class A Preference Share was issued (the "Class A Fair Market Value") immediately prior to the issuance of such Class A Preference Share (the "Class A Effective Date"), which determination shall be made by the board of directors of the Corporation on the basis of generally accepted accounting and valuation principles within 90 days of the date hereof.

- (b) If less than all the Class A Preference Shares are at any time to be redeemed, the shares shall be redeemed on a *pro rata* basis, disregarding fractions, according to the number of

Class A Preference Shares held by each of the holders of Class A Preference Shares. If a part only of the Class A Preference Shares represented by any certificate is to be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

- (c) In any case of redemption of the Class A Preference Shares pursuant to this section, the Corporation shall, not more than 60 days and not less than 30 days before the date specified for redemption, send by prepaid first class mail or deliver to each person who at a date not more than 7 days prior to the date of mailing or delivery is a holder of the Class A Preference Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem the Class A Preference Shares registered in the name of such holder. Accidental failure or omission to give such notice to one or more holders shall not affect the validity of such redemption, but upon such failure or omission being discovered notice shall be given forthwith to such holder or holders and such notice shall have the same force and effect as if given in due time. Such notice given pursuant to this section shall set out the number of Class A Preference Shares which are to be redeemed, the number of Class A Preference Shares held by the person to whom it is addressed, the Class A Redemption Price, the date specified for redemption and the office or offices of the Corporation and any other place or places within Canada at which holders of the Class A Preference Shares may present and surrender certificates representing such shares for redemption. The Corporation shall pay or cause to be paid to or to the order of the holders of the Class A Preference Shares to be redeemed, the Aggregate Class A Redemption Price (as hereinafter defined) of such shares on presentation and surrender on or after the date so specified for redemption, at the office of the Corporation designated in the aforesaid notice of redemption and at any other place or places within Canada specified in such notice of redemption, of the certificate or certificates representing the Class A Preference Shares called for redemption.
- (d) Such notice required to be given in this section may be waived by any registered holder of Class A Preference Shares to be redeemed by signifying his consent to such waiver and executing a waiver in favour of the Corporation relieving the Corporation from the obligation of giving notice to such registered holder.
- (e) Payment in respect of the Class A Preference Shares being redeemed shall be made by cheque in an amount equal to the product obtained by multiplying the Class A Redemption Price by the number of such Class A Preference Shares being redeemed (the "Aggregate Class A Redemption Price") payable to the holder thereof at par at any branch in Canada of any Canadian chartered bank or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class A Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class A Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. From and after the date specified for redemption in any such notice of redemption, the Class A Preference Shares called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation in respect of the period following such

date and the holders thereof shall not be entitled to exercise any of their other rights as shareholders in respect thereof unless payment of the Aggregate Class A Redemption Price shall not have been made upon presentation and surrender of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right, at any time after the mailing or delivery of notice of its intention to redeem Class A Preference Shares, to deposit the Aggregate Class A Redemption Price of the Class A Preference Shares so called for redemption, or of such of the Class A Preference Shares which are represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account maintained by the Corporation with a branch of a Canadian chartered bank designated by the Corporation in the notice of redemption (the "Trustee") to be paid without interest to or to the order of the respective holders of Class A Preference Shares whose shares have been called for redemption, upon presentation and surrender to the Trustee of the certificates representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class A Preference Shares in respect of which such deposit shall have been made shall be deemed to have been redeemed and the rights of the holders thereof shall be limited to receiving their proportion of the amount so deposited without interest, upon presentation and surrender to the Trustee of the certificate or certificates representing the Class A Preference Shares being redeemed. Any interest allowed on any such deposit shall belong to the Corporation. Notwithstanding the foregoing, the Aggregate Class A Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment or moneys on deposit with the Trustee which have not been claimed by the sixth anniversary of the relevant redemption date, shall, subject to applicable legislation, be forfeited to the Corporation.

1.4 Retraction

- (a) Subject to applicable law, each holder of Class A Preference Shares shall be entitled to require the Corporation to redeem all or any of the Class A Preference Shares registered in the name of such holder by payment for each share to be redeemed of the Class A Redemption Price on a business day (the "Class A Retraction Date") not less than 30 days and not more than 90 days following the date as of when such holder gives written notice to the Corporation requiring such redemption.
- (b) Each holder of Class A Preference Shares who elects to have the Corporation redeem any or all of the Class A Preference Shares registered in the name of that holder shall deposit at the registered office of the Corporation the certificate or certificates representing the Class A Preference Shares which that holder desires to have redeemed by the Corporation. The Corporation shall, on the Class A Retraction Date, redeem the Class A Preference Shares in respect of which certificates have been deposited by paying the Aggregate Class A Redemption Price to the holder of Class A Preference Shares entitled thereto.
- (c) Payment of the Aggregate Class A Redemption Price made in accordance with the foregoing provisions shall be made by cheque in the amount of the Aggregate Class A

Redemption Price payable to or to the order of the holder of Class A Preference Shares entitled thereto at par at any branch in Canada of a Canadian chartered bank in an amount equal to the Aggregate Class A Redemption Price or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class A Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class A Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. The Class A Preference Shares in respect of which payment is made in accordance with the foregoing provisions shall be deemed to have been redeemed on the date on which such payment is made and the holders thereof shall cease to be entitled to dividends or to exercise any of the rights of holders thereof from such date, unless payment of the Aggregate Class A Redemption Price is not made as aforesaid in which event the rights of the holders of such Class A Preference Shares shall remain unimpaired. Notwithstanding the foregoing, the Aggregate Class A Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment by the sixth anniversary of the relevant retraction date, shall, subject to applicable laws, be forfeited to the Corporation.

1.5 Price Adjustment

- (a) In the event that any governmental taxing authority having jurisdiction shall assert by assessment, reassessment or otherwise, that the Class A Fair Market Value as determined by the board of directors of the Corporation is an amount different than the Class A Redemption Amount, or issues or proposes to issue assessments or reassessments of additional liability for taxes or any other subject by reason of asserting that the Class A Fair Market Value is greater than or less than the Class A Redemption Amount then the Class A Redemption Amount shall be increased or decreased so that the Class A Redemption Amount is equal to an amount agreed to by the taxing authority, the directors of the Corporation and the beneficial owners of the Class A Preference Shares, or, failing such agreement, is ultimately as established by a court having jurisdiction in the matter after all rights of appeal have been exhausted or all times for appeal have expired without appeals having been taken by such taxing authority or the Corporation or the holders of the Class A Preference Shares if the matter has been brought before a court for adjudication, and otherwise shall be as asserted by the taxing authority. In the event that there is an adjustment to the Class A Redemption Amount of a Class A Preference Share as aforesaid, such adjustment shall be made *nunc pro tunc* with effect as at the Class A Effective Date with respect to such Class A Preference Share, without interest.
- (b) In the event that all or a portion of the Class A Preference Shares have been redeemed and the Class A Redemption Amount (and accordingly, the Class A Redemption Price) is subsequently determined, pursuant to the procedure set out herein, (i) to be less than the Class A Redemption Price paid, the Corporation shall be entitled to receive forthwith from the holders of the Class A Preference Shares so redeemed the amount of such overpayment and such overpayment shall be deemed to be and to have always been a non-interest bearing debt owing to the Corporation by each such holder of the Class A Preference Shares, or (ii) to be greater than the Class A Redemption Price paid, the

Corporation shall be required to pay forthwith to the holders of the Class A Preference Shares so redeemed the amount of such underpayment and such underpayment shall be deemed to be and to have always been a non-interest bearing debt owing to each such holder of the Class A Preference Shares by the Corporation, as applicable. In the event that the Class A Redemption Amount is adjusted pursuant to the terms hereof, any dividends paid or payable shall be recalculated on the basis of the adjusted Class A Redemption Amount from the Class A Effective Date and any overpayment shall be refunded or deficiencies paid, without interest.

1.6 Liquidation, Dissolution or Winding-Up

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 A Preference Shares shall, in priority to the rights of the holders of the Class B Preference Shares, the Class C Preference Shares, the Class A Common Shares, the Class B Common Shares and the Class C Common Shares, be entitled to receive from the assets and property of the Corporation, a sum equal to the amount determined when the Class A Redemption Price is multiplied by the aggregate number of Class A Preference Shares held by such holder. After payment to the holders of the Class A Preference Shares of the amount so payable to them as provided above, they shall not be entitled to share in any further distribution of the assets of the Corporation.

2.0 CLASS B PREFERENCE SHARES

2.1 Voting

The holders of Class B Preference Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class B Preference Share held by such holder.

2.2 Dividends

The holders of the Class B Preference Shares shall, subject to applicable law and after payment of dividends on the Class A Preference Shares but in priority to any payment of dividends on the Class C Preference Shares, Class A Common Shares, Class B Common Shares and Class C Common Shares, be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly applicable to the payment of dividends, preferential non-cumulative monthly dividends at the rate of $\frac{5}{12}$ ths of 1% per month of the Class B Redemption Amount (as hereinafter defined), calculated and payable monthly. The board of directors shall be entitled from time to time to declare part of the said preferential non-cumulative dividend for any financial month notwithstanding that such dividend for such financial month shall not be declared in full. The holders of the Class B Preference Shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative dividends hereinbefore provided for.

2.3 Redemption

- (a) Subject to applicable law, the Corporation may upon giving notice as hereinafter provided redeem the whole or any part of the then outstanding Class B Preference Shares on payment for each Class B Preference Share to be redeemed of an amount (the "Class B Redemption Price") equal to the sum of:
- (i) the Class B Redemption Amount (as hereinafter defined); plus
 - (ii) any dividends declared on such Class B Preference Share remaining unpaid; less
 - (iii) any amount previously paid to any holder of such Class B Preference Share being redeemed as a result of a reduction of the stated capital account of the Class B Preference Shares.

For the purposes of these articles, the Class B Redemption Amount in relation to each Class B Preference Share shall be equal to the fair market value of the consideration for which such Class B Preference Share was issued (the "Class B Fair Market Value") immediately prior to the issuance of such Class B Preference Share (the "Class B Effective Date"), which determination shall be made by the board of directors of the Corporation on the basis of generally accepted accounting and valuation principles within 90 days of the date hereof.

- (b) If less than all the Class B Preference Shares are at any time to be redeemed, the shares shall be redeemed on a *pro rata* basis, disregarding fractions, according to the number of Class B Preference Shares held by each of the holders of Class B Preference Shares. If a part only of the Class B Preference Shares represented by any certificate is to be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.
- (c) In any case of redemption of the Class B Preference Shares pursuant to this section, the Corporation shall, not more than 60 days and not less than 30 days before the date specified for redemption, send by prepaid first class mail or deliver to each person who at a date not more than 7 days prior to the date of mailing or delivery is a holder of the Class B Preference Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem the Class B Preference Shares registered in the name of such holder. Accidental failure or omission to give such notice to one or more holders shall not affect the validity of such redemption, but upon such failure or omission being discovered notice shall be given forthwith to such holder or holders and such notice shall have the same force and effect as if given in due time. Such notice given pursuant to this section shall set out the number of Class B Preference Shares which are to be redeemed, the number of Class B Preference Shares held by the person to whom it is addressed, the Class B Redemption Price, the date specified for redemption and the office or offices of the Corporation and any other place or places within Canada at which holders of the Class B Preference Shares may present and surrender certificates representing such shares for redemption. The Corporation shall pay or cause to be paid to or to the order of the holders of the Class B Preference Shares to be redeemed, the Aggregate Class B

Redemption Price (as hereinafter defined) of such shares on presentation and surrender on or after the date so specified for redemption, at the office of the Corporation designated in the aforesaid notice of redemption and at any other place or places within Canada specified in such notice of redemption, of the certificate or certificates representing the Class B Preference Shares called for redemption.

- (d) Such notice required to be given in this section may be waived by any registered holder of Class B Preference Shares to be redeemed by signifying his consent to such waiver and executing a waiver in favour of the Corporation relieving the Corporation from the obligation of giving notice to such registered holder.
- (e) Payment in respect of the Class B Preference Shares being redeemed shall be made by cheque in an amount equal to the product obtained by multiplying the Class B Redemption Price by the number of such Class B Preference Shares being redeemed (the "Aggregate Class B Redemption Price") payable to the holder thereof at par at any branch in Canada of any Canadian chartered bank or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class B Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class B Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. From and after the date specified for redemption in any such notice of redemption, the Class B Preference Shares called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation in respect of the period following such date and the holders thereof shall not be entitled to exercise any of their other rights as shareholders in respect thereof unless payment of the Aggregate Class B Redemption Price shall not have been made upon presentation and surrender of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right, at any time after the mailing or delivery of notice of its intention to redeem Class B Preference Shares, to deposit the Aggregate Class B Redemption Price of the Class B Preference Shares so called for redemption, or of such of the Class B Preference Shares which are represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account maintained by the Corporation with a branch of a Canadian chartered bank designated by the Corporation in the notice of redemption (the "Trustee") to be paid without interest to or to the order of the respective holders of Class B Preference Shares whose shares have been called for redemption, upon presentation and surrender to the Trustee of the certificates representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class B Preference Shares in respect of which such deposit shall have been made shall be deemed to have been redeemed and the rights of the holders thereof shall be limited to receiving their proportion of the amount so deposited without interest, upon presentation and surrender to the Trustee of the certificate or certificates representing the Class B Preference Shares being redeemed. Any interest allowed on any such deposit shall belong to the Corporation. Notwithstanding the foregoing, the Aggregate Class B Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment or moneys on

deposit with the Trustee which have not been claimed by the sixth anniversary of the relevant redemption date, shall, subject to applicable legislation, be forfeited to the Corporation.

2.4 Retraction

- (a) Subject to applicable law, each holder of Class B Preference Shares shall be entitled to require the Corporation to redeem all or any of the Class B Preference Shares registered in the name of such holder by payment for each share to be redeemed of the Class B Redemption Price on a business day (the "Class B Retraction Date") not less than 30 days and not more than 90 days following the date as of when such holder gives written notice to the Corporation requiring such redemption.
- (b) Each holder of Class B Preference Shares who elects to have the Corporation redeem any or all of the Class B Preference Shares registered in the name of that holder shall deposit at the registered office of the Corporation the certificate or certificates representing the Class B Preference Shares which that holder desires to have redeemed by the Corporation. The Corporation shall, on the Class B Retraction Date, redeem the Class B Preference Shares in respect of which certificates have been deposited by paying the Aggregate Class B Redemption Price to the holder of Class B Preference Shares entitled thereto.
- (c) Payment of the Aggregate Class B Redemption Price made in accordance with the foregoing provisions shall be made by cheque in the amount of the Aggregate Class B Redemption Price payable to or to the order of the holder of Class B Preference Shares entitled thereto at par at any branch in Canada of a Canadian chartered bank in an amount equal to the Aggregate Class B Redemption Price or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class B Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class B Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. The Class B Preference Shares in respect of which payment is made in accordance with the foregoing provisions shall be deemed to have been redeemed on the date on which such payment is made and the holders thereof shall cease to be entitled to dividends or to exercise any of the rights of holders thereof from such date, unless payment of the Aggregate Class B Redemption Price is not made as aforesaid in which event the rights of the holders of such Class B Preference Shares shall remain unimpaired. Notwithstanding the foregoing, the Aggregate Class B Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment by the sixth anniversary of the relevant retraction date, shall, subject to applicable laws, be forfeited to the Corporation.

2.5 Price Adjustment

- (a) In the event that any governmental taxing authority having jurisdiction shall assert by assessment, reassessment or otherwise, that the Class B Fair Market Value as determined

by the board of directors of the Corporation is an amount different than the Class B Redemption Amount, or issues or proposes to issue assessments or reassessments of additional liability for taxes or any other subject by reason of asserting that the Class B Fair Market Value is greater than or less than the Class B Redemption Amount then the Class B Redemption Amount shall be increased or decreased so that the Class B Redemption Amount is equal to an amount agreed to by the taxing authority, the directors of the Corporation and the beneficial owners of the Class B Preference Shares, or, failing such agreement, is ultimately as established by a court having jurisdiction in the matter after all rights of appeal have been exhausted or all times for appeal have expired without appeals having been taken by such taxing authority or the Corporation or the holders of the Class B Preference Shares if the matter has been brought before a court for adjudication, and otherwise shall be as asserted by the taxing authority. In the event that there is an adjustment to the Class B Redemption Amount of a Class B Preference Share as aforesaid, such adjustment shall be made *nunc pro tunc* with effect as at the Class B Effective Date with respect to such Class B Preference Share, without interest.

- (b) In the event that all or a portion of the Class B Preference Shares have been redeemed and the Class B Redemption Amount (and accordingly, the Class B Redemption Price) is subsequently determined, pursuant to the procedure set out herein, (i) to be less than the Class B Redemption Price paid, the Corporation shall be entitled to receive forthwith from the holders of the Class B Preference Shares so redeemed the amount of such overpayment and such overpayment shall be deemed to be and to have always been a non-interest bearing debt owing to the Corporation by each such holder of the Class B Preference Shares, or (ii) to be greater than the Class B Redemption Price paid, the Corporation shall be required to pay forthwith to the holders of the Class B Preference Shares so redeemed the amount of such underpayment and such underpayment shall be deemed to be and to have always been a non-interest bearing debt owing to each such holder of the Class B Preference Shares by the Corporation, as applicable. In the event that the Class B Redemption Amount is adjusted pursuant to the terms hereof, any dividends paid or payable shall be recalculated on the basis of the adjusted Class B Redemption Amount from the Class B Effective Date and any overpayment shall be refunded or deficiencies paid, without interest.

2.6 Liquidation, Dissolution or Winding-Up

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 B Preference Shares shall, after payment to the holders of the Class A Preference Shares but in priority to the rights of the holders of the Class C Preference Shares, the Class A Common Shares, the Class B Common Shares and the Class C Common Shares, be entitled to receive from the assets and property of the Corporation, a sum equal to the amount determined when the Class B Redemption Price is multiplied by the aggregate number of Class B Preference Shares held by such holder. After payment to the holders of the Class B Preference Shares of the amount so payable to them as provided above, they shall not be entitled to share in any further distribution of the assets of the Corporation.

3.0 CLASS C PREFERENCE SHARES

3.1 Voting

The holders of Class C Preference Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class C Preference Share held by such holder.

3.2 Dividends

The holders of the Class C Preference Shares shall, subject to applicable law and after payment of dividends on the Class A Preference Shares and the Class B Preference Shares but in priority to any payment of dividends on the Class A Common Shares, the Class B Common Shares and the Class C Common Shares, be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly applicable to the payment of dividends, preferential non-cumulative monthly dividends at the rate of 5/12ths of 1% per month of the Class C Redemption Amount (as hereinafter defined), calculated and payable monthly. The board of directors shall be entitled from time to time to declare part of the said preferential non-cumulative dividend for any financial month notwithstanding that such dividend for such financial month shall not be declared in full. The holders of the Class C Preference Shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative dividends hereinbefore provided for.

3.3 Redemption

- (a) Subject to applicable law, the Corporation may upon giving notice as hereinafter provided redeem the whole or any part of the then outstanding Class C Preference Shares on payment for each Class C Preference Share to be redeemed of an amount (the "Class C Redemption Price") equal to the sum of:
- (i) the Class C Redemption Amount (as hereinafter defined); plus
 - (ii) any dividends declared on such Class C Preference Share remaining unpaid; less
 - (iii) any amount previously paid to any holder of such Class C Preference Share being redeemed as a result of a reduction of the stated capital account of the Class C Preference Shares.

For the purposes of these articles, the Class C Redemption Amount in relation to each Class C Preference Share shall be equal to the fair market value of the consideration for which such Class C Preference Share was issued (the "Class C Fair Market Value") immediately prior to the issuance of such Class C Preference Share (the "Class C Effective Date"), which determination shall be made by the board of directors of the Corporation on the basis of generally accepted accounting and valuation principles within 90 days of the date hereof.

- (b) If less than all the Class C Preference Shares are at any time to be redeemed, the shares shall be redeemed on a *pro rata* basis, disregarding fractions, according to the number of

Class C Preference Shares held by each of the holders of Class C Preference Shares. If a part only of the Class C Preference Shares represented by any certificate is to be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

- (c) In any case of redemption of the Class C Preference Shares pursuant to this section, the Corporation shall, not more than 60 days and not less than 30 days before the date specified for redemption, send by prepaid first class mail or deliver to each person who at a date not more than 7 days prior to the date of mailing or delivery is a holder of the Class C Preference Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem the Class C Preference Shares registered in the name of such holder. Accidental failure or omission to give such notice to one or more holders shall not affect the validity of such redemption, but upon such failure or omission being discovered notice shall be given forthwith to such holder or holders and such notice shall have the same force and effect as if given in due time. Such notice given pursuant to this section shall set out the number of Class C Preference Shares which are to be redeemed, the number of Class C Preference Shares held by the person to whom it is addressed, the Class C Redemption Price, the date specified for redemption and the office or offices of the Corporation and any other place or places within Canada at which holders of the Class C Preference Shares may present and surrender certificates representing such shares for redemption. The Corporation shall pay or cause to be paid to or to the order of the holders of the Class C Preference Shares to be redeemed, the Aggregate Class C Redemption Price (as hereinafter defined) of such shares on presentation and surrender on or after the date so specified for redemption, at the office of the Corporation designated in the aforesaid notice of redemption and at any other place or places within Canada specified in such notice of redemption, of the certificate or certificates representing the Class C Preference Shares called for redemption.
- (d) Such notice required to be given in this section may be waived by any registered holder of Class C Preference Shares to be redeemed by signifying his consent to such waiver and executing a waiver in favour of the Corporation relieving the Corporation from the obligation of giving notice to such registered holder.
- (e) Payment in respect of the Class C Preference Shares being redeemed shall be made by cheque in an amount equal to the product obtained by multiplying the Class C Redemption Price by the number of such Class C Preference Shares being redeemed (the "Aggregate Class C Redemption Price") payable to the holder thereof at par at any branch in Canada of any Canadian chartered bank or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class C Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class C Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. From and after the date specified for redemption in any such notice of redemption, the Class C Preference Shares called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation in respect of the period following such

date and the holders thereof shall not be entitled to exercise any of their other rights as shareholders in respect thereof unless payment of the Aggregate Class C Redemption Price shall not have been made upon presentation and surrender of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right, at any time after the mailing or delivery of notice of its intention to redeem Class C Preference Shares, to deposit the Aggregate Class C Redemption Price of the Class C Preference Shares so called for redemption, or of such of the Class C Preference Shares which are represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account maintained by the Corporation with a branch of a Canadian chartered bank designated by the Corporation in the notice of redemption (the "Trustee") to be paid without interest to or to the order of the respective holders of Class C Preference Shares whose shares have been called for redemption, upon presentation and surrender to the Trustee of the certificates representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class C Preference Shares in respect of which such deposit shall have been made shall be deemed to have been redeemed and the rights of the holders thereof shall be limited to receiving their proportion of the amount so deposited without interest, upon presentation and surrender to the Trustee of the certificate or certificates representing the Class C Preference Shares being redeemed. Any interest allowed on any such deposit shall belong to the Corporation. Notwithstanding the foregoing, the Aggregate Class C Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment or moneys on deposit with the Trustee which have not been claimed by the sixth anniversary of the relevant redemption date, shall, subject to applicable legislation, be forfeited to the Corporation.

3.4 Retraction

- (a) Subject to applicable law, each holder of Class C Preference Shares shall be entitled to require the Corporation to redeem all or any of the Class C Preference Shares registered in the name of such holder by payment for each share to be redeemed of the Class C Redemption Price on a business day (the "Class C Retraction Date") not less than 30 days and not more than 90 days following the date as of when such holder gives written notice to the Corporation requiring such redemption.
- (b) Each holder of Class C Preference Shares who elects to have the Corporation redeem any or all of the Class C Preference Shares registered in the name of that holder shall deposit at the registered office of the Corporation the certificate or certificates representing the Class C Preference Shares which that holder desires to have redeemed by the Corporation. The Corporation shall, on the Class C Retraction Date, redeem the Class C Preference Shares in respect of which certificates have been deposited by paying the Aggregate Class C Redemption Price to the holder of Class C Preference Shares entitled thereto.
- (c) Payment of the Aggregate Class C Redemption Price made in accordance with the foregoing provisions shall be made by cheque in the amount of the Aggregate Class C

Redemption Price payable to or to the order of the holder of Class C Preference Shares entitled thereto at par at any branch in Canada of a Canadian chartered bank in an amount equal to the Aggregate Class C Redemption Price or if the holder concurs in writing at the time of such redemption by the issuance of a demand non-interest bearing promissory note evidencing indebtedness equal to the Aggregate Class C Redemption Price. Such cheque or promissory note shall satisfy and discharge all liability of the Corporation for the Aggregate Class C Redemption Price, to the extent of the amount represented thereby, unless such cheque or promissory note is not paid on due presentation. The Class C Preference Shares in respect of which payment is made in accordance with the foregoing provisions shall be deemed to have been redeemed on the date on which such payment is made and the holders thereof shall cease to be entitled to dividends or to exercise any of the rights of holders thereof from such date, unless payment of the Aggregate Class C Redemption Price is not made as aforesaid in which event the rights of the holders of such Class C Preference Shares shall remain unimpaired. Notwithstanding the foregoing, the Aggregate Class C Redemption Price, to the extent that it is represented by a cheque which has not been presented for payment by the sixth anniversary of the relevant retraction date, shall, subject to applicable laws, be forfeited to the Corporation.

3.5 Price Adjustment

- (a) In the event that any governmental taxing authority having jurisdiction shall assert by assessment, reassessment or otherwise, that the Class C Fair Market Value as determined by the board of directors of the Corporation is an amount different than the Class C Redemption Amount, or issues or proposes to issue assessments or reassessments of additional liability for taxes or any other subject by reason of asserting that the Class C Fair Market Value is greater than or less than the Class C Redemption Amount then the Class C Redemption Amount shall be increased or decreased so that the Class C Redemption Amount is equal to an amount agreed to by the taxing authority, the directors of the Corporation and the beneficial owners of the Class C Preference Shares, or, failing such agreement, is ultimately as established by a court having jurisdiction in the matter after all rights of appeal have been exhausted or all times for appeal have expired without appeals having been taken by such taxing authority or the Corporation or the holders of the Class C Preference Shares if the matter has been brought before a court for adjudication, and otherwise shall be as asserted by the taxing authority. In the event that there is an adjustment to the Class C Redemption Amount of a Class C Preference Share as aforesaid, such adjustment shall be made nunc pro tunc with effect as at the Class C Effective Date with respect to such Class C Preference Share, without interest.
- (b) In the event that all or a portion of the Class C Preference Shares have been redeemed and the Class C Redemption Amount (and accordingly, the Class C Redemption Price) is subsequently determined, pursuant to the procedure set out herein, (i) to be less than the Class C Redemption Price paid, the Corporation shall be entitled to receive forthwith from the holders of the Class C Preference Shares so redeemed the amount of such overpayment and such overpayment shall be deemed to be and to have always been a non-interest bearing debt owing to the Corporation by each such holder of the Class C Preference Shares, or (ii) to be greater than the Class C Redemption Price paid, the

Corporation shall be required to pay forthwith to the holders of the Class C Preference Shares so redeemed the amount of such underpayment and such underpayment shall be deemed to be and to have always been a non-interest bearing debt owing to each such holder of the Class C Preference Shares by the Corporation, as applicable. In the event that the Class C Redemption Amount is adjusted pursuant to the terms hereof, any dividends paid or payable shall be recalculated on the basis of the adjusted Class C Redemption Amount from the Class C Effective Date and any overpayment shall be refunded or deficiencies paid, without interest.

3.6 Liquidation, Dissolution or Winding-Up

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 C Preference Shares shall, after payment to the holders of the Class A Preference Shares and the Class B Preference Shares but in priority to the rights of the holders of the Class A Common Shares, the Class B Common Shares and the Class C Common Shares, be entitled to receive from the assets and property of the Corporation, a sum equal to the amount determined when the Class C Redemption Price is multiplied by the aggregate number of Class C Preference Shares held by such holder. After payment to of the its shareholders for the purpose of Corporation, the holders of the Class C Preference Shares of the amount so payable to them as provided above, they shall not be entitled to share in any further distribution of the assets of the Corporation.

4.0 CLASS A COMMON SHARES

4.1 Voting Rights

- (a) The holders of Class A Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class A Common Share held by such holder.
- (b) The holders of the Class A Common Shares shall be entitled to vote separately as a class on any special resolution to change the registered office of the Corporation.

4.2 Dividends

- (a) The holders of the Class A Common Shares shall, subject to applicable law and after payment of dividends to the holders of the Class A Preference Shares, Class B Preference Shares and Class C Preference Shares, be entitled to receive dividends if, as and when declared by the directors. At any time and from time to time, dividends may be declared on the Class A Common Shares without dividends being declared at that or any other time on the Class B Common Shares and the Class C Common Shares.
- (b) As long as any Class A Preference Shares, Class B Preference Shares and Class C Preference Shares are issued and outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on the Class A Common Shares if, as a result of the payment of such dividend, the Corporation would be unable to redeem all of the then

issued and outstanding Class A Preference Shares, Class B Preference Shares and Class C Preference Shares.

4.3 Liquidation, Dissolution or Winding-up

In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, after payment to the holders of Class A Preference Shares, Class B Preference Shares and Class C Preference Shares of the amount so payable to them, the holders of Class A Common Shares shall be entitled to receive the remaining property of the Corporation rateably with the holders of the Class B Common Shares and the Class C Common Shares in proportion to the number of shares of each class held.

5.0 CLASS B COMMON SHARES

5.1 Voting Rights

The holders of Class B Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class B Common Share held by such holder.

5.2 Dividends

- (a) The holders of the Class B Common Shares shall, subject to applicable law and after payment of dividends to the holders of the Class A Preference Shares, Class B Preference Shares and Class C Preference Shares, be entitled to receive dividends if, as and when declared by the directors. At any time and from time to time, dividends may be declared on the Class B Common Shares without dividends being declared at that or any other time on the Class A Common Shares and the Class C Common Shares.
- (b) As long as any Class A Preference Shares, Class B Preference and Class C Preference Shares are issued and outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on the Class B Common Shares if, as a result of the payment of such dividend, the Corporation would be unable to redeem all of the then issued and outstanding Class A Preference Shares, Class B Preference Shares and Class C Preference Shares.

5.3 Liquidation, Dissolution or Winding-up

In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, after payment to the holders of Class A Preference Shares, Class B Preference Shares and Class C Preference Shares of the amount so payable to them, the holders of Class B Common Shares shall be entitled to receive the remaining property of the Corporation rateably with the holders of the Class A Common Shares and the Class C Common Shares in proportion to the number of shares of each class held.

6.0 CLASS C COMMON SHARES

6.1 Voting Rights

The holders of Class C Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each Class C Common Share held by such holder.

6.2 Dividends

- (a) The holders of the Class C Common Shares shall, subject to applicable law and after payment of dividends to the holders of the Class A Preference Shares, Class B Preference Shares and Class C Preference Shares, be entitled to receive dividends if, as and when declared by the directors. At any time and from time to time, dividends may be declared on the Class C Common Shares without dividends being declared at that or any other time on the Class A Common Shares and the Class B Common Shares.
- (b) As long as any Class A Preference Shares, Class B Preference and Class C Preference Shares are issued and outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on the Class C Common Shares if, as a result of the payment of such dividend, the Corporation would be unable to redeem all of the then issued and outstanding Class A Preference Shares, Class B Preference Shares and Class C Preference Shares.

6.3 Liquidation, Dissolution or Winding-up

In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, after payment to the holders of Class A Preference Shares, Class B Preference Shares and Class C Preference Shares of the amount so payable to them, the holders of Class C Common Shares shall be entitled to receive the remaining property of the Corporation rateably with the holders of the Class A Common Shares and the Class B Common Shares in proportion to the number of shares of each class held.

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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 holder of the Corporation shall be entitled to transfer registered or beneficial ownership of any security or securities of the Corporation without either:

(a) the consent of the holders of more than 50% of the voting shares for the time being outstanding expressed by a resolution passed by the votes of the holders of more than 50% of the voting shares for the time being outstanding at a meeting of the holders of the voting shares or by a resolution in writing signed by all the holders of the voting shares for the time being outstanding or by an instrument or instruments in writing signed by the holders of more than 50% of the voting shares for the time being outstanding; or

(b) the consent of the directors of the Corporation expressed by a resolution passed by the votes of a majority of the directors of the Corporation at a meeting of the board of directors of the Corporation or by a resolution in writing signed by all the directors of the Corporation or by an instrument or instruments in writing signed by a majority of directors of the Corporation.

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.

DELVINIA TECHNOLOGY INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

Adam L. Froman

Print name of signatory /
Nom du signataire en lettres moulées


President

Description of Office / Fonction

ASKINGCANADIANS INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

Adam L. Froman

Print name of signatory /
Nom du signataire en lettres moulées

President

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

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Nom du signataire en lettres moulées

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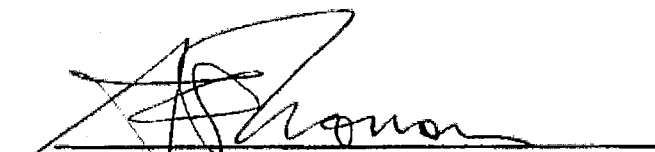
SCHEDULE "A"

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

I, Adam L. Froman, hereby state that:

1. I am the sole director and President of each of AskingCanadians Inc. and Delvinia Technology Inc. and as such have knowledge of its affairs.
2. I have conducted such examinations of the books and records of AskingCanadians Inc. and Delvinia Technology Inc. (each, an "Amalgamating Corporation") as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
 - (a) each Amalgamating Corporation can, and the amalgamated corporation arising from the proposed amalgamation (the "Corporation") will be able to, pay its liabilities as they become due, and
 - (b) the realizable value of the Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

THIS STATEMENT made the 22nd day of December, 2016.


Adam L. Froman

SCHEDULE "B"

AMALGAMATION AGREEMENT

THIS AGREEMENT made the 22nd day of December, 2016.

BETWEEN:

DELVINIA TECHNOLOGY INC., a corporation existing under the laws of the Province of Ontario,

(hereinafter called "Technology"),

- and -

ASKINGCANADIANS INC., a corporation existing under the laws of the Province of Ontario,

(hereinafter called "Asking").

WHEREAS:

- A. Technology is a corporation existing under the *Business Corporations Act* (Ontario) that was formed by Articles of Incorporation issued December 8, 2006.
- B. Asking (formerly Delvinia Data Collection Inc.) is a corporation existing under the *Business Corporations Act* (Ontario) that was formed by Articles of Incorporation issued December 8, 2006.
- C. The authorized capital of Technology consists of:
 - (a) an unlimited number of shares of a class designated as Class A Preference Shares, 100,000 of which are issued and outstanding as fully paid and non-assessable;
 - (b) an unlimited number of shares of a class designated Class B Preference Shares, none of which are issued and outstanding as fully paid and non-assessable;
 - (c) an unlimited number of shares of a class designated Class C Preference Shares, none of which are issued and outstanding as fully paid and non-assessable;
 - (d) an unlimited number of shares of a class designated Class A Common Shares, 75 of which are issued and outstanding as fully paid and non-assessable; and
 - (e) an unlimited number of shares of a class designated Class B Common Shares, 25 of which are issued and outstanding as fully paid and non-assessable.

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- D. The authorized capital of Asking consists of:
- (a) an unlimited number of shares of a class designated as Class A Preference Shares, 100,000 of which are issued and outstanding as fully paid and non-assessable;
 - (b) an unlimited number of shares of a class designated Class B Preference Shares, none of which are issued and outstanding as fully paid and non-assessable;
 - (c) an unlimited number of shares of a class designated Class C Preference Shares, none of which are issued and outstanding as fully paid and non-assessable;
 - (d) an unlimited number of shares of a class designated Class A Common Shares, 75 of which are issued and outstanding as fully paid and non-assessable; and
 - (e) an unlimited number of shares of a class designated Class B Common Shares, 25 of which are issued and outstanding as fully paid and non-assessable.
- E. Each of the parties hereto has made full and complete disclosure to the other party of its known assets and liabilities.
- F. Under the authority conferred by the Act (as hereinafter defined), each of the parties hereto desire and have agreed to amalgamate upon the terms and conditions hereinafter set out and to continue as one corporation.

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

ARTICLE 1
DEFINITIONS

- 1.1 In this Agreement:
- (a) "Act" means the *Business Corporations Act* (Ontario);
 - (b) "Amalgamating Corporations" means Technology and Asking;
 - (c) "Amalgamation" means the amalgamation of the Amalgamating Corporations as herein provided;
 - (d) "Certificate" means the Certificate of Amalgamation issued by the Director under the Act; and

- (e) "Corporation" means the corporation continuing from the amalgamation of the Amalgamating Corporations.
- (f) "Effective Date" means the date set out on the certificate endorsed by the Director appointed under the Act on the articles of amalgamation giving effect to the Amalgamation.

ARTICLE 2
AMALGAMATION

- 2.1 Subject to the provisions of this Agreement, the Amalgamating Corporations agree to amalgamate and continue as one corporation under section 174 of the Act on the Effective Date.

ARTICLE 3
NAME

- 3.1 The name of the Corporation shall be **ASKINGCANADIANS INC.**

ARTICLE 4
REGISTERED OFFICE

- 4.1 The registered office of the Corporation shall be in the City of Toronto, in the Province of Ontario, and the address of the registered office of the Corporation shall be 370 King Street West, 5th Floor, Box 4, Toronto, Ontario, M5V 1J9.

ARTICLE 5
DIRECTORS

- 5.1 The number of directors of the Corporation shall be a minimum of one (1) director and a maximum of ten (10) directors. The board of directors of the Corporation shall consist of one (1) director and the first director of the Corporation shall be:

Name	Residence Address	Resident Canadian
Adam L. Froman	531 Woburn Avenue North York, Ontario M5M 1L8	Yes

- 5.2 The first director shall hold office until the first annual meeting of shareholders of the Corporation or until his successor is elected or appointed.

ARTICLE 6
RESTRICTIONS ON BUSINESS

- 6.1 The Corporation shall not be restricted by its articles from carrying on any business or businesses or from exercising any power or powers.

ARTICLE 7
AUTHORIZED CAPITAL

- 7.1 The Corporation shall be authorized to issue:
- (a) an unlimited number of shares without nominal or par value of a class designated as Class A preference shares (hereinafter called the "Class A Preference Shares");
 - (b) an unlimited number of shares without nominal or par value of a class designated as Class B preference shares (hereinafter called the "Class B Preference Shares");
 - (c) an unlimited number of shares without nominal or par value of a class designated as Class C preference shares (hereinafter called the "Class C Preference Shares");
 - (d) an unlimited number of shares without nominal or par value of a class designated as Class A common shares (hereinafter called the "Class A Common Shares");
 - (e) an unlimited number of shares without nominal or par value of a class designated as Class B common shares (hereinafter called the "Class B Common Shares"); and
 - (f) an unlimited number of shares without nominal or par value of a class designated as Class C common shares (hereinafter called the "Class C Common Shares").

ARTICLE 8
RIGHTS ATTACHING TO EACH CLASS OF SHARES

- 8.1 The rights, privileges, restrictions and conditions attaching to each authorized class of shares of the Corporation will be as set out in paragraph 8 of the Articles of the Corporation.

ARTICLE 9
RESTRICTIONS ON ISSUE, TRANSFER OR OWNERSHIP OF SHARES

- 9.1 No security holder of the Corporation shall be entitled to transfer registered or beneficial ownership of any security or securities of the Corporation without either:
- (a) the consent of the holders of more than 50% of the voting shares for the time being outstanding expressed by a resolution passed by the votes of the holders of more than 50% of the voting shares for the time being outstanding at a meeting of the holders of the voting shares or by a resolution in writing signed by all the holders of the voting shares for the time being outstanding or by an instrument or instruments in writing signed by the holders of more than 50% of the voting shares for the time being outstanding; or
 - (b) the consent of the directors of the Corporation expressed by a resolution passed by the votes of a majority of the directors of the Corporation at a meeting of the board of directors of the Corporation or by a resolution in writing signed by all the directors of the Corporation or by an instrument or instruments in writing signed by a majority of directors of the Corporation.

ARTICLE 10
SPECIAL PROVISIONS

- 10.1 There shall be no other or special provisions contained in the Articles of the Corporation.

ARTICLE 11
ISSUANCE OF SHARES UPON AMALGAMATION

- 11.1 Upon the Amalgamation:
- (a) the 100,000 issued and outstanding Class A Preference Shares in the capital of Technology shall be converted into 100,000 issued and outstanding fully paid and non-assessable Class A Preference Shares in the capital of the Corporation;
 - (b) the 75 issued and outstanding Class A Common Shares in the capital of Technology shall be converted into
 - (i) 375,000 issued and outstanding fully paid and non-assessable Class B Preference Shares in the capital of the Corporation; and
 - (ii) 337.50 issued and outstanding fully paid and non-assessable Class A Common Shares in the capital of the Corporation;

- (c) the 25 issued and outstanding Class B Common Shares in the capital of Technology shall be converted into
 - (iii) 125,000 issued and outstanding fully paid and non-assessable Class B Preference Shares in the capital of the Corporation; and
 - (iv) 112.50 issued and outstanding fully paid and non-assessable Class B Common Shares in the capital of the Corporation;
- (d) the 100,000 issued and outstanding Class A Preference Shares in the capital of Asking shall be converted into 100,000 issued and outstanding fully paid and non-assessable Class A Preference Shares in the capital of the Corporation;
- (e) the 75 issued and outstanding Class A Common Shares in the capital of Asking shall be converted into
 - (i) 375,000 issued and outstanding fully paid and non-assessable Class B Preference Shares in the capital of the Corporation; and
 - (ii) 337.50 issued and outstanding fully paid and non-assessable Class A Common Shares in the capital of the Corporation;
- (f) the 25 issued and outstanding Class B Common Shares in the capital of Asking shall be converted into
 - (i) 125,000 issued and outstanding fully paid and non-assessable Class B Preference Shares in the capital of the Corporation; and
 - (ii) 112.50 issued and outstanding fully paid and non-assessable Class B Common Shares in the capital of the Corporation.

11.2 Upon the Amalgamation:

- (a) an amount equal to the stated capital account maintained in respect of the 100,000 Class A Preference Shares of Technology be converted into 100,000 Class A Preference Shares of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class A Preference Shares;
- (b) an amount equal to the stated capital account maintained in respect of the 75 Class A Common Shares of Technology be converted into (i) 375,000 Class B Preference Shares in the capital of the Corporation and (ii) 337.50 Class A Common Shares in the capital of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class B Preference Shares and Class A Common Shares;

- (c) an amount equal to the stated capital account maintained in respect of the 25 Class B Common Shares of Technology be converted into (i) 125,000 Class B Preference Shares in the capital of the Corporation and (ii) 112.50 Class B Common Shares in the capital of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class B Preference Shares and Class B Common Shares;
 - (d) an amount equal to the stated capital account maintained in respect of the 100,000 Class A Preference Shares of Asking be converted into 100,000 Class A Preference Shares of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class A Preference Shares;
 - (e) an amount equal to the stated capital account maintained in respect of the 75 Class A Common Shares of Asking be converted into (i) 375,000 Class B Preference Shares in the capital of the Corporation and (ii) 337.50 Class A Common Shares in the capital of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class B Preference Shares and Class A Common Shares;
 - (f) an amount equal to the stated capital account maintained in respect of the 25 Class B Common Shares of Asking be converted into (i) 125,000 Class B Preference Shares in the capital of the Corporation and (ii) 112.50 Class B Common Shares in the capital of the Corporation shall be added to the stated capital account to be maintained by the Corporation in respect of the Class B Preference Shares and Class B Common Shares.
- 11.3 After the Amalgamation becomes effective, the Corporation shall request the shareholders of the Amalgamating Corporations to surrender the certificates representing the shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act and this Agreement, in return shall be entitled to receive certificates for shares of the Corporation as set forth in Section 11.1 herein on the basis aforesaid.

ARTICLE 12
REPLACEMENT SHARE CERTIFICATES

- 12.1 The shareholders of the Amalgamating Corporations shall surrender for cancellation the certificates representing the shares of the Amalgamating Corporations held by them immediately prior to the Amalgamation in exchange for certificates representing the shares of the Corporation into which such shares were converted.

ARTICLE 13
BY-LAWS

- 13.1 The by-law of the Corporation shall consist of By-law No. 1, a copy of which has been provided to the directors and shareholders of each Amalgamating Corporation in connection with their approval of this amalgamation agreement and the amalgamation provided for herein. A copy of the proposed By-law No. 1 of the Corporation may be examined at the registered office of the Corporation.

ARTICLE 14
COMPLIANCE WITH THE ACT

- 14.1 Upon the approval of this Agreement in accordance with the provisions of the Act, the Amalgamating Corporations shall comply with the provisions of the Act for the purpose of bringing the Amalgamation into effect.

ARTICLE 15
TERMINATION

- 15.1 At any time before the endorsement of a certificate of amalgamation in respect of the Amalgamation, this Agreement may be terminated by the directors of any one of the Amalgamating Corporations in their sole discretion, regardless of whether this Agreement has been approved by the shareholders of any or all of the Amalgamating Corporations.

ARTICLE 16
AMENDMENT

- 16.1 This Agreement may be amended by an agreement in writing signed by each of the Amalgamating Corporations, provided the amendment is approved by a special resolution of the shareholders of each of the Amalgamating Corporations.


ARTICLE 17
GENERAL PROVISIONS

- 17.1 Time shall be of the essence of this Agreement and of every part of it and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 17.2 The parties shall sign such further and other papers and documents, cause such meetings to be held, votes cast, resolutions passed, by-laws enacted and other acts and things done and performed as may be necessary and desirable to give full force and effect to this Agreement and every part of it.
- 17.3 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.


- 17.4 Unless the context requires otherwise, words in this Agreement that import the singular shall include the plural, vice versa, and words that import a gender include all other genders.
- 17.5 This Agreement and the provisions of it shall constitute the entire agreement between the parties. No subsequent variation or amendment of this Agreement shall have any effect unless made in writing and signed by the parties.
- 17.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement with effect as of the date first above written.

DELVINIA TECHNOLOGY INC.

By: 
Adam L. Froman, President

ASKINGCANADIANS INC.

By: 
Adam L. Froman, President

“ASKINGCANADIANS INC.
(the “Corporation”)

The following resolution, signed by the sole director and consented to by all of the shareholders of the Corporation entitled to vote thereon, is hereby passed pursuant to the provisions of the *Business Corporations Act* (Ontario) (the “Act”):

WHEREAS

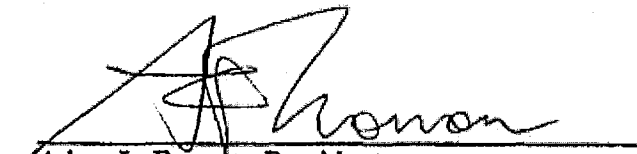
- A. Delvinia Technology Inc. and AskingCanadians Inc. amalgamated pursuant to the provisions of the Act on January 1, 2017 to continue as one corporation under the name of the Corporation by filing Articles of Amalgamation (the “Articles”) with the Director appointed under the Act (the “Director”) and the Corporation received a Certificate of Amalgamation effective January 1, 2017;
- B. the Articles contain clerical errors in the statement correcting the corporate name of an amalgamating corporation and that paragraph 7 of the Articles of the Corporation provided for a class of shares designated as Class C Common Shares, which shares were not duly authorized by the amalgamating corporations to be issued prior to amalgamation; and
- C. the Corporation now wishes to correct the clerical errors in its Articles.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. the Corporation apply to the Director pursuant to the provisions of the Act for a corrected certificate bearing the effective date of the Articles and correcting the Articles of the Corporation as set out in the Articles of Amalgamation attached hereto as Schedule A;
- 2. pursuant to s. 275 of the Act, the Corporation waives the right to be heard by the Director;
- 3. any officer of the Corporation is authorized and directed to execute and deliver a certified copy of this resolution and the Articles of Amalgamation in the form attached hereto, whether under the corporate seal of the Corporation or otherwise, and to deliver all such other documents and to take all such further and other steps as may be necessary or desirable to give effect to the foregoing;
- 4. upon a corrected certificate becoming effective in accordance with the provisions of the Act, the articles of the Corporation are corrected accordingly; and
- 5. this resolution may be executed in several counterparts, which together shall constitute one and the same resolution. This resolution may be executed by facsimile or electronic transmission in portable document format (“PDF”) and the delivery of an executed counterpart copy of this resolution by facsimile or PDF shall be deemed to be the equivalent of the delivery of an originally executed counterpart copy thereof.”

CERTIFIED to be a true copy of a resolution passed by the sole director and consented to by all of the shareholders of ASKINGCANADIANS INC. which resolution is in full force and effect unamended at the date hereof.

DATED the 20th day of December , 2018.


Adam L. Froman, President