

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
8240221 Canada Inc.		02/25/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	LIFT Digital Inc.		
Street Address:	3981 SAINT-LAURENT BLVD		
Internal Address:	Suite 310		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2W 1Y5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4890393	LIFT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612-474-3340		
Email:	jurzedowski@forsgrenfisher.com		
Correspondent Name:	James M. Urzedowski		
Address Line 1:	225 South 6th Street		
Address Line 2:	Suite 1750		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	James M. Urzedowski		
SIGNATURE:	/James M. Urzedowski/		
DATE SIGNED:	02/25/2022		
Total Attachments: 15			
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Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

LIFT Digital Inc.

Corporate name / Dénomination sociale

824022-1

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Virginie Ethier

Director / Directeur

2014-12-02

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)

Canada



Form 4
Articles of Amendment

Canada Business Corporations Act
(CBCA) (s. 27 or 177)

Formulaire 4

Clauses modificatrices

Loi canadienne sur les sociétés par
actions (LCSA) (art. 27 ou 177)

1 Corporate name
Dénomination sociale
8240221 CANADA INC.

2 Corporation number
Numéro de la société
824022-1

3 The articles are amended as follows
Les statuts sont modifiés de la façon suivante

The corporation changes its name to:
La dénomination sociale est modifiée pour :
LIFT Digital Inc.

The corporation makes other changes as follows:
La société apporte d'autres changements aux statuts comme suit :
See attached schedule / Voir l'annexe ci-jointe

4 Declaration: I certify that I am a director or an officer of the corporation.
Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société.

Original signed by / Original signé par
Raffi Tchakmakjian
Raffi Tchakmakjian
514-992-0232

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



Canada Business Corporations Act (CBCA)
FORM 4
ARTICLES OF AMENDMENT
(Sections 27 or 177)

1 - Corporate name
8240221 Canada Inc.

2 - Corporation number
8 2 4 0 2 2 1

3 - The articles are amended as follows: (Please note that more than one section can be filled out)

A: The corporation changes its name to:
LIFT Digital Inc.

B: The corporation changes the province or territory in Canada where the registered office is situated to:
To complete the change, a Form 3 - Change of Registered Office Address must accompany the Articles of Amendment.

C: The corporation changes the minimum and/or maximum number of directors to: (For a fixed number of directors, please indicate the same number in both the minimum and maximum options).
Minimum number Maximum number

D: Other changes: (e.g., to the classes of shares, to restrictions on share transfers, to restrictions on the businesses of the corporation or to any other provisions that are permitted by the CBCA to be set out in the Articles) Please specify.

The articles of incorporation, are amended as follows:
The authorized share capital of the Corporation, is hereby repealed and replaced by Schedule A attached to these articles of amendment and forming an integral part hereof, in order that, upon the issuance of the Certificate of Amendment in respect of these articles, the Corporation will be authorized to issue an unlimited number of Common Shares, Class A Preferred Shares and Class B Preferred Shares, which shares shall have the rights, privileges, restrictions and conditions substantially as described in Schedule A attached hereto.
Each Class A Share, issued and outstanding immediately prior to the issuance of the Certificate of Amendment in respect of these articles, shall be redesignated as a Common Share.

4 - Declaration

I hereby certify that I am a director or an authorized officer of the corporation.

Signature: 
Print name: Raffi Tchakmakjian Telephone number: 514-992-0232

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

SCHEDULE

The articles of incorporation are amended as follows:

The authorized share capital of the Corporation, is hereby repealed and replaced by Schedule A attached to these articles of amendment and forming an integral part hereof, in order that, upon the issuance of the Certificate of Amendment in respect of these articles, the Corporation will be authorized to issue an unlimited number of Common Shares, Class A Preferred Shares and Class B Preferred Shares, which shares shall have the rights, privileges, restrictions and conditions substantially as described in Schedule A attached hereto.

Each Class A Share, issued and outstanding immediately prior to the issuance of the Certificate of Amendment in respect of these articles, shall be redesignated as a Common Share.

SCHEDULE A

AUTHORIZED SHARE CAPITAL

PART 1: COMMON SHARES

The rights, privileges, restrictions and conditions of the Common Shares are as set out below.

1. Voting Rights

- (a) Each holder of Common Shares is entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote at such meetings, except meetings at which only holders of a specified class of shares (other than Common Shares) or specified series of shares are entitled to vote.
- (b) At all meetings of which notice must be given to the holders of the Common Shares, each holder of Common Shares is entitled to one vote in respect of each Common Share held by such holder.

2. Dividends

The holders of Common Shares are entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class or series of shares of the Corporation, to receive dividends if, as and when declared by the board of directors of the Corporation.

3. Liquidation, Dissolution or Winding-up

The holders of the Common Shares are entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class or series of shares of the Corporation, to receive the remaining property of the Corporation on a liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary.

PART 2: PREFERRED SHARES

The rights, privileges, restrictions and conditions of the Preferred Shares are as set out below.

ARTICLE 1 INTERPRETATION

1.1 Definitions

For purposes of these Preferred Share provisions:

- (a) **“Board of Directors”** means the board of directors of the Corporation.
- (b) **“Class A Preferred Shares”** means Class A Preferred Shares in the capital of the Corporation.
- (c) **“Class B Preferred Shares”** means Class B Preferred Shares in the capital of the Corporation.
- (d) **“Common Shares”** means common shares in the capital of the Corporation.
- (e) **“Conversion Date”** means the date on which the documentation set out in Section 5.6(a) is received by the Corporation.
- (f) **“Conversion Price”** means the amount determined in accordance with Article 6.
- (g) **“Corporation”** means 8240221 Canada Inc.
- (h) **“Fair Market Value”** means, in respect of assets other than securities, their fair market value as determined in good faith by the Board of Directors, and in respect of securities:
 - (i) if such securities are not subject to any statutory hold periods or contractual restrictions on transfer:
 - (A) if traded on one or more securities exchanges or markets, the weighted average of the closing prices of such securities on the exchange or market on which the securities are primarily traded over the 30-day period ending three days prior to the relevant date;
 - (B) if actively traded over-the-counter, the weighted average of the closing bid or sale prices (whichever are applicable) over the 30-day period ending three days prior to the relevant date; or
 - (C) if there is no active public market, the fair market value of such securities as determined in good faith by the Board of Directors, but no discount or premium is to be applied to their valuation on the basis of the securities constituting a minority block or a majority block of securities; or

- (ii) if such securities are subject to statutory hold periods or contractual restrictions on transfer, or both, the fair market value of such securities as determined by applying an appropriate discount, as determined in good faith by the Board of Directors, to the value as calculated in accordance with Section 1.1(h)(i),

but if a Preferred Majority objects to any determination by the Board of Directors and notifies the Board of Directors of such objection within ten days of receiving notice of such determination, the Corporation and a Preferred Majority will, within ten days following such ten-day period, jointly appoint a valuator that is a nationally recognized independent investment banking firm or business valuation firm to determine the fair market value. If the Corporation and a Preferred Majority cannot agree on the valuator within such time period, then the Corporation and a Preferred Majority will, within the next 10 days, jointly select an arbitrator to appoint such valuator, failing which an arbitrator may be appointed in accordance with the Quebec Code of Civil Procedure, and such arbitrator will select the valuator who will determine the fair market value. The determination by the valuator of the fair market value is final and binding on the Preferred Holders and the Corporation, absent manifest error.

- (i) **“Initial Consideration”** has the meaning given to it in Section 4.7(a).
- (j) **“Initial Price”** means:
 - (i) in respect of the Class A Preferred Shares, US\$0.1464129; and
 - (ii) in respect of the Class B Preferred Shares, US\$0.20;in each case as adjusted to reflect the issuance of any Preferred Shares of such class as a dividend or other distribution on the outstanding Preferred Shares of such class, or any subdivision or consolidation of the outstanding Preferred Shares of such class.
- (k) **“Issuance Date”** means, in respect of a class of Preferred Shares, the date on which the first shares of such class are issued.
- (l) **“Liquidation Event”** means:
 - (i) a voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation;
 - (ii) the amalgamation or merger of the Corporation with another corporation, or an arrangement, pursuant to which the holders of voting securities of the Corporation immediately prior to the transaction hold, immediately after such transaction, directly or indirectly, less than 50% of the voting power to elect directors of the corporation resulting from the transaction; or
 - (iii) a sale of all or substantially all of the assets of the Corporation.

- (m) **“Preferred Holders”** means, at any time, the holders of Preferred Shares or, if reference is made to a particular class or series of Preferred Shares, the holders of such class or series.
- (n) **“Preferred Majority”** means, as of the relevant time of reference, one or more Preferred Holders of record who hold collectively more than 50% of the outstanding Preferred Shares.
- (o) **“Preferred Shares”** means the Class A Preferred Shares, the Class B Preferred Shares and any other class of preferred shares in the capital of the Corporation.
- (p) **“Qualified IPO”** means a firmly underwritten public offering of Common Shares in which immediately following the closing, the Common Shares are listed for trading on the Toronto Stock Exchange, the New York Stock Exchange, the Nasdaq Global Select Market or the Nasdaq Global Market.
- (q) **“Stock Split”** means:
 - (i) the issuance of Common Shares as a dividend or other distribution on outstanding Common Shares;
 - (ii) the subdivision of outstanding Common Shares into a greater number of Common Shares; or
 - (iii) the consolidation of outstanding Common Shares into a smaller number of Common Shares.

1.2 Consent of Preferred Majority

For purposes of these Preferred Share provisions, where an action is to be taken by a Preferred Majority, in addition to the requirements of applicable law, if any, such action may be taken if a Preferred Majority:

- (a) agree in writing; or
- (b) pass a resolution to such effect at a duly constituted meeting of Preferred Holders, voting as a single class.

ARTICLE 2 VOTING RIGHTS

2.1 Entitlement to Vote

Each holder of Preferred Shares is entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote at such meetings, except meetings at which only holders of a specified class or series of shares (other than Preferred Shares of such class or series) are entitled to vote.

2.2 Number of Votes

Each Preferred Share entitles the Preferred Holder to the number of votes per share equal to the number of Common Shares into which such Preferred Share is convertible pursuant to these Preferred Share provisions as of the record date for the determination of shareholders entitled to vote on such matter, or if no record date is established, the date such vote is taken or any written consent of shareholders is solicited.

ARTICLE 3 DIVIDENDS

3.1 Entitlement to Dividends

The Preferred Holders are entitled to receive dividends if, as and when declared by the Board of Directors.

3.2 Priority of Dividends

No dividend or other distribution (other than a stock dividend giving rise to an adjustment under Section 6.2) will be paid, declared or set apart for payment in respect of any Common Shares or shares of any other class ranking junior to a class of Preferred Shares in respect of dividends (and each class of Preferred Shares is deemed to rank senior to each class that is created before it) unless a dividend is paid or declared and set apart for payment in respect of each outstanding Preferred Share of such class in an amount at least equal to the product of:

- (a) the amount of dividends paid, declared or set apart for each share of such junior class (calculated on an as-converted to Common Shares basis); and
- (b) the number of Common Shares into which each Preferred Share of the senior class is then convertible.

For greater certainty, any dividend or other distribution paid to the holders of Class A Preferred Shares will be paid in Canadian dollars and any dividend or other distribution paid to the holders of Class B Preferred Shares will be paid in United States dollars.

ARTICLE 4 LIQUIDATION PREFERENCE

4.1 Payment on Liquidation Event

Upon the occurrence of a Liquidation Event, the Preferred Holders are entitled, in preference to the rights of holders of the Common Shares or any shares of a class ranking junior to the Class A Preferred Shares or Class B Preferred Shares, but subject to the rights of holders of any class of shares ranking senior to the Class A Preferred Shares or Class B Preferred Shares, to be paid out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock (which, in the case of a merger, amalgamation or arrangement, consists of the assets distributed to holders of the Corporation's capital stock in exchange for their capital stock in the Corporation, or the assets into which such capital stock is converted), for each Class A Preferred Share or Class B Preferred Share, an amount equal to one (1) time the Initial Price applicable to

the Class A Preferred Shares or Class B Preferred Shares, together with all dividends on each Class A Preferred Share and Class B Preferred Share declared but unpaid.

4.2 Insufficient Assets

If all of the assets of the Corporation are insufficient to permit the payment in full to the Preferred Holders of a class of Preferred Shares of all amounts to be distributed to them, then the assets of the Corporation available for such distribution are to be distributed rateably among the Preferred Holders, *pari passu*, in proportion to the full preferential amount each such Preferred Holder is otherwise entitled to receive in accordance with, and respecting the priorities set out in, Section 4.1.

4.3 Remaining Assets

After the payments referred to in Section 4.1 have been made in full to the Preferred Holders, or funds necessary for such payment have been set aside by the Corporation in trust for the exclusive benefit of such Preferred Holders so as to be available for such payment, any assets remaining available for distribution are to be distributed, subject to the rights, if any, of holders of any other class of shares to receive a portion of such remaining assets, rateably among the holders of Common Shares, the Class A Preferred Shareholders and the Class B Preferred Shareholders up to three times the Initial Price and then only Common Shares, with the Preferred Holders deemed to hold that number of shares equal to the number of Common Shares into which the Preferred Holder's Preferred Shares are then convertible, until the Preferred Holders have received, pursuant to Section 4.1 and this Section 4.3, an aggregate amount per Class A Preferred Share and Class B Preferred Share equal to two (2) times the Initial Price. Any additional assets remaining available for distribution are to be distributed, subject to the rights, if any, of holders of any other class or shares to receive a portion of such remaining assets, rateably among the holders of Common Shares, and the Preferred Holders do not share in the distribution of those remaining assets.

4.4 No Preference Following Conversion

After conversion of any Preferred Shares into Common Shares, the holder of such shares participates rateably in any distribution of the assets of the Corporation among the holders of Common Shares.

4.5 Distribution Other than Cash

If a Liquidation Event occurs, and assets other than cash are available for satisfaction of the payments to which the Preferred Holders are entitled upon such Liquidation Event, the value of such assets for this purpose is their Fair Market Value.

4.6 Notice

At least 15 days before the proposed date of a Liquidation Event (or such shorter period as determined by a Preferred Majority), the Corporation will deliver to the holders of Class A Preferred Shares written notice of the proposed Liquidation Event stating an estimated payment date, an estimate of the amount to which the holders of Class A Preferred Shares are entitled and the place where such payments are payable.

At least 20 days before the proposed date of a Liquidation Event (or such shorter period as determined by a Preferred Majority), the Corporation will deliver to the holders of Class B Preferred Shares written notice of the proposed Liquidation Event stating an estimated payment date, an estimate of the amount to which the holders of Class B Preferred Shares are entitled and the place where such payments are payable.

4.7 Escrowed Amounts on Liquidation Event

Upon a Liquidation Event referred to in Sections 1.1(l)(ii) or (iii), if any portion of the consideration payable to the shareholders of the Corporation is placed into escrow or is payable to the shareholders of the Corporation subject to contingencies, the agreement effecting such Liquidation Event must provide that:

- (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") is to be allocated among the holders of shares of the Corporation in accordance with Sections 4.1, 4.2 and 4.3 as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event; and
- (b) any additional consideration that becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies is to be allocated among the holders of shares of the Corporation in accordance with Sections 4.1, 4.2 and 4.3 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

ARTICLE 5 CONVERSION

5.1 Optional Conversion Rights

The Preferred Shares are convertible, at any time and from time to time, at the option of the Preferred Holder and without payment of additional consideration, into Common Shares.

5.2 Automatic Conversion

- (a) The Preferred Shares automatically convert into Common Shares upon the earlier of:
 - (i) the closing of a Qualified IPO; or
 - (ii) the approval of a Preferred Majority.
- (b) The Preferred Shares of a particular class or series automatically convert into Common Shares upon the approval of Preferred Holders holding at least 51% of the Preferred Shares of such class or series.

5.3 Conversion Rate

The number of Common Shares into which each Preferred Share of a class or series is convertible is equal to the quotient obtained by dividing the Initial Price applicable to such class

or series by the Conversion Price applicable to such class or series, as adjusted from time to time in accordance with Article 6.

5.4 Time of Conversion

Conversion is deemed to be effected:

- (a) in the case of an optional conversion, immediately prior to the close of business on the Conversion Date;
- (b) in the case of automatic conversion pursuant to Section 5.2(a)(i), immediately prior to the closing of the Qualified IPO;
- (c) in the case of automatic conversion pursuant to Section 5.2(a)(ii), immediately following the approval of a Preferred Majority or at such later time specified by a Preferred Majority; and
- (d) in the case of automatic conversion pursuant to Section 5.2(b), immediately following the approval referred to in that Section or at such later time specified by the Preferred Shareholders providing such approval.

5.5 Effect of Conversion

Upon the conversion of the Preferred Shares:

- (a) the rights of a Preferred Holder as a holder of the converted Preferred Shares cease; and
- (b) each person in whose name any certificate for Common Shares is issuable upon such conversion is deemed to have become the holder of record of such Common Shares.

5.6 Mechanics of Optional Conversion

- (a) To exercise optional conversion rights under Section 5.1, a Preferred Holder must:
 - (i) give written notice to the Corporation at its principal office or the office of any transfer agent for the Common Shares:
 - (A) stating that the Preferred Holder elects to convert such shares; and
 - (B) providing the name or names (with address or addresses) in which the certificate or certificates for Common Shares issuable upon such conversion are to be issued;
 - (ii) surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office or the office of any transfer agent for the Common Shares; and

- (iii) where the Common Shares are to be registered in the name of a person other than the Preferred Holder, provide evidence to the Corporation of proper assignment and transfer of the surrendered certificates, including evidence of compliance with applicable Canadian and United States securities laws and any applicable shareholder agreement.
- (b) Within 10 days after the Conversion Date, the Corporation will issue and deliver to the holders of Class A Preferred Shares a certificate or certificates in such denominations as such holder requests for the number of full Common Shares issuable upon the conversion of such Class A Preferred Shares, together with cash in respect of any fractional Common Shares issuable upon such conversion in accordance with Section 5.8.
- (c) Within 15 days after the Conversion Date, the Corporation will issue and deliver to the holders of Class B Preferred Shares a certificate or certificates in such denominations as such holder requests for the number of full Common Shares issuable upon the conversion of such Class B Preferred Shares, together with cash in respect of any fractional Common Shares issuable upon such conversion in accordance with Section 5.8.

5.7 Mechanics of Automatic Conversion

- (a) Upon the automatic conversion of any Preferred Shares into Common Shares, each Preferred Holder must surrender the certificate or certificates formerly representing that Preferred Holder's Preferred Shares at the principal office of the Corporation or the office of any transfer agent for the Common Shares.
- (b) Upon receipt by the Corporation of the certificate or certificates, the Corporation will issue and deliver to such Preferred Holder, promptly at the office and in the name shown on the surrendered certificate or certificates, a certificate or certificates for the number of Common Shares into which such Preferred Shares are converted, together with cash in respect of any fractional Common Shares issuable upon such conversion in accordance with Section 5.8.
- (c) The Corporation is not required to issue certificates evidencing the Common Shares issuable upon conversion until certificates formerly evidencing the converted Preferred Shares are either delivered to the Corporation or its transfer agent, or the Preferred Holder notifies the Corporation or such transfer agent that such certificates have been lost, stolen or destroyed, and executes and delivers an agreement to indemnify the Corporation from any loss incurred by the Corporation in connection with the loss, theft or destruction.

5.8 Fractional Shares

No fractional Common Shares will be issued upon conversion of Preferred Shares. Instead of any fractional Common Shares that would otherwise be issuable upon conversion of Preferred Shares, the Corporation will pay to the Preferred Holder a cash adjustment in respect of such fraction in an amount equal to the same fraction of the market price per Common Share (as

determined by the Board of Directors) at the time of conversion, but no such payment is required if the Board of Directors determines that the value of one Common Share is less than \$100.

5.9 Partial Conversion

If some but not all of the Preferred Shares represented by a certificate or certificates surrendered by a Preferred Holder are converted, the Corporation will execute and deliver to or on the order of the Preferred Holder, at the expense of the Corporation, a new certificate representing the number of Preferred Shares that were not converted.

5.10 No Impairment

The Corporation will not, by amendment of its articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Article 5 or Article 6, but will at all times in good faith assist in the carrying out of all the provisions of this Article 5 and Article 6 and in the taking of any action necessary or appropriate in order to protect the conversion rights of the Preferred Holders against impairment.

ARTICLE 6 CONVERSION PRICE

6.1 Initial Conversion Price

The initial Conversion Price for a class or series of Preferred Shares is equal to the Initial Price for such class or series and remains in effect until it is adjusted in accordance with the provisions of this Article.

6.2 Adjustments for Stock Splits

After the Issuance Date, the Conversion Price is adjusted upon a Stock Split, automatically and simultaneously with the Stock Split, such that the Conversion Price is equal to the product obtained by multiplying the Conversion Price immediately before the Stock Split by a fraction:

- (a) the numerator of which is the number of Common Shares outstanding immediately before the Stock Split; and
- (b) the denominator of which is the number of Common Shares outstanding immediately after the Stock Split.

6.3 Adjustments for Capital Reorganizations

If, following the Issuance Date, the Common Shares are changed into the same or a different number of shares of any class or series of stock, whether by capital reorganization, reclassification or otherwise (other than in connection with a Stock Split or a Liquidation Event), the Corporation will provide each Preferred Holder with the right to convert each Preferred Share into the kind and amount of shares, other securities and property receivable upon such change that a holder of a number of Common Shares equal to the number of Common Shares into which

such Preferred Share was convertible immediately prior to the change is entitled to receive upon such change.

6.4 Certificate as to Adjustments

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

6.5 Further Adjustment Provisions

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