

Certificate of Amendment

Certificat de modification

Business Corporations Act

Loi sur les sociétés par actions

LEVELJUMP HEALTHCARE CORP.

Corporation Name / Dénomination sociale

3202401

Ontario Corporation Number / Numéro de société de l'Ontario

This is to certify that these articles are effective on

La présente vise à attester que ces statuts entreront en
vigueur le

November 15, 2022 / 15 novembre 2022

V. Quintanilla W.

Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

The Certificate of Amendment is not complete
without the Articles of Amendment

Certified a true copy of the record of the
Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar



Ce certificat de modification n'est pas complet s'il
ne contient pas les statuts de modification

Copie certifiée conforme du dossier du
ministère des Services gouvernementaux et des
Services aux consommateurs.

V. Quintanilla W.

Directeur ou registrateur



Articles of Amendment

Business Corporations Act

Corporation Name (Date of Incorporation/Amalgamation)

LEVELJUMP HEALTHCARE CORP. (March 21, 2019)

1. The name of the corporation is changed to:

Not amended

2. The number of directors or the minimum/maximum number of directors are amended as follows:

Not amended

3. The articles are amended as follows:

A. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":

Not amended

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

The articles are amended to designate the first series of preferred shares as Class A - Series 1 Cumulative Redeemable Convertible Preferred Shares of which Ten Million (10,000,000) shares shall be authorized,

C. 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. If there is only one class of shares, enter "Not Applicable":

LEVELJUMP HEALTHCARE CORP. A-1 8% CUMULATIVE REDEEMABLE CONVERTIBLE NON-VOTING PREFERRED SHARES The Class A Series 1 8% Cumulative Redeemable Convertible Non-Voting Preferred Shares of the Corporation, of which Ten Million (10,000,000) shares shall be authorized, are designated as Class A - Series 1 Preferred Shares (the "A-1 Shares") and, in addition

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Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar, Ministry of Government and Consumer Services

to the rights, privileges, restrictions and conditions attached to the A-1 Shares as a class, shall have attached thereto the following rights, privileges, restrictions and conditions: 1.00 INTERPRETATION 1.01 In these provisions, unless the context otherwise requires: "accrued and unpaid dividends" means, at any particular date, dividends accrued to and including such date pursuant to Article 2.00 which have not then been paid, whether or not declared by the Board of Directors; "applicable law" means the law applicable to the Corporation, including the Business Corporations Act (Ontario) and any successor statute, as the same may from time to time be in force; "Bonus Dividend" means an additional dividend, which is payable if the excess EBITDA (as defined below) of the Corporation for any fiscal year prior to redemption is over \$2,000,000. The amount of Bonus Dividend payable to the A-1 Shares as a class will be equal to 25% of the excess EBITDA greater than \$2,000,000. The amount of Bonus Dividend payable per A-1 Shares shall be the amount of the Bonus Dividend divided by the total number of A-1 Shares then outstanding; "Business Day" means a day other than a Saturday, a Sunday or any other day that is treated as a statutory holiday in the jurisdiction in which the Corporation's registered office is located; "Certificate" means (i) a certificate of the Corporation signed by any two authorized officers of the Corporation and may consist of one or more instruments so executed; or (ii) a book-entry certificate representing the security, or an ownership statement issued under a direct registration system or other electronic book-entry system; "Common Shares" means common shares of the Corporation as such shares were constituted on November 7, 2022 or as subsequently consolidated or subdivided and any other shares resulting from the reclassification or change of such Common Shares or other capital reorganization or amalgamation, consolidation, merger or sale, all as referred to in Sections 4.04 and 4.10; "Current Conversion Basis" means the number of Common Shares into which each A-1 Share is convertible, which number at any particular time is equal to the result obtained (expressed to the second decimal place rounded upwards) by dividing C\$1.00 by the Current Conversion Price; "Current Conversion Price" means C\$0.40 per Common Share subject to adjustment as hereinafter provided, regardless of the Common Share price in effect at the time of such adjustment provided that such price shall always be expressed to one-tenth of one cent, rounded upwards; "Current Market Price" means, as at any date when the Current Market Price is to be determined, the weighted average price per Common Share at which board lots of the Common Shares have been traded on the Exchange for at least 20 trading days in any consecutive 30 day period, ending three trading days prior to such date. In the event the Common Shares are not listed on the Exchange but are listed on another stock exchange or stock exchanges in Canada, any references to such other stock exchange, or, if more than one, is to such one as shall be designated by the Board of Directors. In the event Common Shares are not so traded on any stock exchange in Canada, the Current Market Price thereof shall be determined by the Board of Directors; "Dividend Payment Date" means the last day of March, June, September and December in each year commencing on the Initial Payment Date; "EBITDA" means earnings before interest, taxes, depreciation and amortization; "Exchange" means the TSX Venture Exchange ("TSXV"); "Initial Dividend Rate" means 8% of the Issue Price, multiplied by the number of days from the date of issue to the Initial Payment Date, divided by 365; "Initial Payment Date" means March 31, 2023; "Issue Price" means the price at which actually paid to or deemed received by the Corporation for each per A-1 Share, as applicable, held by such holder of A-1 Shares. "Quarterly Dividend Rate" means, in respect of any Dividend Payment Date, 2%; and "Stated Value" means C\$1.00 provided that for the purposes of Article 2.00 in the event that any amount of dividends accrued on a A-1 Shares to a particular Dividend Payment Date is not paid on such date, for the purpose of calculating the amount of dividends accruing after such Dividend Payment Date, Stated Value shall be the aggregate of C\$1.00 and the amount of accrued and unpaid dividends on such Dividend Payment Date until such accrued and unpaid dividends are paid. 1.02 In the event that any day on which any dividend on A-1 Shares is payable by the Corporation, or on or by which any other action is required to be taken by the Corporation hereunder, is not a Business Day, then such dividend shall be payable, or such other actions shall be required to be taken, on or by the next succeeding day that is a Business Day. 2.00 DIVIDENDS 2.01 The holders of A-1 Shares shall be entitled to receive, and the Corporation shall pay on each A-1 Share as and when declared by the Board of Directors out of the assets of the Corporation properly applicable to the payment of dividends, cumulative preferential cash dividends on: (i) the Initial Payment Date in an amount per share equal to the Initial Dividend Rate multiplied by the Stated Value; (ii) each of the Dividend Payment Dates in an amount per share equal to the Quarterly Dividend Rate multiplied by the Stated Value; and (iii) if calculated as payable, the date a Bonus Dividend is declared in an amount per A-1 Share equal to the Bonus Dividend divided by the total number of A-1 Shares then outstanding. 2.02 If on any date on which dividends are to be paid the dividends payable on such date are not paid in full on the A-1 Shares then issued and outstanding, such dividends, or the unpaid part thereof, shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient monies properly applicable to the payment of such dividends and in priority to dividends on the Common Shares and on all other shares ranking junior to the A-1 Shares with respect to the payment of dividends. The holders of A-1 Shares shall not be entitled to any dividend other than or in excess of the cumulative

preferential cash dividends herein provided for. 2.03 Dividends (less any tax required to be withheld by the Corporation) on the A-1 Shares shall be paid by cheque payable in lawful money of the Canada at par or by any other reasonable means that the Corporation deems desirable. The mailing of such cheque from the Corporation's registered office, or the payment by such other reasonable means as may herein be permitted or which the Corporation deems desirable, on or before the date on which such dividend is to be paid to a holder of A-1 Shares shall be deemed to be payment of the dividends represented thereby and payable on such date unless the cheque is not paid upon presentation or payment by such other means is not received. Dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed within two (2) years after the date on which they were declared to be payable shall be forfeited to the Corporation. 3.00 REDEMPTION 3.01 Subject to applicable law and Article 7.00, the A-1 Shares shall be redeemable as follows: (a) at any time prior to December 31, 2027, the Corporation may redeem the whole or any part of the A-1 Shares at a redemption price of \$1.10 per share together with an amount equal to all accrued and unpaid dividends to the date fixed for redemption. In case only a part of the then outstanding A-1 Shares are at any time to be redeemed, the shares so to be redeemed shall be redeemed pro rata, excluding fractions, from the holdings of all shareholders of A-1 Shares or in such other manner as the Board of Directors deems reasonable; and (b) On December 31, 2027, the Corporation shall redeem all then outstanding A-1 Shares at the redemption price of \$1.00 per share together with an amount equal to all accrued and unpaid dividends. 3.02 On any redemption of A-1 Shares under this Article 3.00, the Corporation shall give, in the manner provided in Article 12.00 and at least 30 days and not more than 60 days before the date fixed for redemption, a notice in writing of the intention of the Corporation to redeem A-1 Shares to each person who at the date of giving of such notice is a registered holder of A-1 Shares to be redeemed. Such notice shall set out the calculation of the redemption price, the date fixed for redemption and, unless all the A-1 Shares held by the holder to whom it is addressed are to be redeemed, the number of such shares so held which are to be redeemed. 3.03 The redemption price (less any tax required to be withheld by the Corporation) shall be paid by cheque payable in lawful money of the Canada or by such other reasonable means as the Corporation deems desirable. The mailing of such cheque from the Corporation's registered office, or the payment by such other reasonable means as the Corporation deems desirable, on or before the date fixed for redemption shall be deemed to be payment of the redemption price represented thereby on such date fixed for redemption unless the cheque is not paid upon presentation or payment by such other means is not received. Notwithstanding the foregoing, the Corporation shall be entitled to require at any time, and from time to time, that the redemption price be paid to holders of A-1 Shares only upon presentation and surrender at the head office of the Corporation or at any other place or places within Canada designated by the notice of redemption of the certificate or certificates for such A-1 Shares to be redeemed. 3.04 If a part only of the A-1 Shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. 3.05 At any time after notice of redemption is given, the Corporation shall have the right to irrevocably deposit the redemption price of any or all A-1 Shares to be redeemed with any chartered bank or banks or with any trust company or trust companies in Canada named for such purpose in the notice of redemption to the credit of a special account or accounts in trust for the respective holders of such shares, to be paid to them respectively upon surrender to such bank or banks or trust company or trust companies of the certificate or certificates representing the A-1 Shares to be redeemed. Upon such deposit or deposits being made or upon the date fixed for redemption, whichever is later, the shares in respect of which such deposit has been made shall be and be deemed to be redeemed and the rights of the holders of such shares shall be limited to receiving, without interest, the proportion of the amount so deposited applicable to their respective shares. Any interest allowed on such deposit or deposits shall accrue to the Corporation. 3.06 Any cheque representing payment of redemption price not presented to the Corporation's bankers for payment, or any money so set aside and not claimed by or paid to the holders of A-1 Shares entitled thereto, within two years after the date fixed for redemption shall be forfeited to the Corporation. 3.07 From and after the date fixed for redemption, the A-1 Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be duly made by the Corporation. 3.08 A-1 Shares which are redeemed or deemed to be redeemed in accordance with this Article 3.00 shall, subject to applicable law, be and be deemed to be cancelled and shall not be reissued. 4.00 CONVERSION PRIVILEGE 4.01 A holder of A-1 Shares has the right, at the holder's option, at any time after it has been issued its Series Shares, or, in the case such shares are called for redemption, on or prior to 4:30 p.m. (Toronto time) on the third business day prior to the date fixed for redemption, if any, to convert, subject to the terms and provisions hereof, such A-1 Shares into fully paid and non-assessable Common Shares at the Current Conversion Basis. Should payment of the redemption price of A-1 Shares which have been called for redemption not be paid on surrender of the certificate for such A-1 Shares, the right of conversion shall revive and continue

from the time of the failure to pay as if such A-1 Shares had not been called for redemption. 4.02 The conversion of A-1 Shares may be effected by the surrender of the certificate or certificates representing the same at any time during usual business hours at any office of any transfer agent of the Corporation at which the A-1 Shares are transferable, accompanied by a written instrument of surrender duly executed by the registered holder, or the holder's attorney duly authorized in writing, in which instrument such holder may also elect to convert: (a) part only of the A-1 Shares represented by such certificate or certificates, in which event such holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the A-1 Shares represented by such certificate or certificates which have not yet been converted; or (b) the A-1 Shares, or part thereof, represented by such certificate or certificates theretofore called for redemption, in which event on the date specified for the redemption of such A-1 Shares such holder shall be entitled to payment of the redemption price of the A-1 Shares represented by such certificate or certificates which have been called for redemption and which have not been converted, and to receive, at the expense of the Corporation, a certificate representing A-1 Shares represented by such certificate or certificates which have been neither converted nor redeemed. Upon the surrender of any A-1 Shares for conversion, the Corporation shall issue and deliver, or cause to be delivered to, within five days thereof, upon the written order of the holder of the A-1 Shares so surrendered, a certificate or certificates issued in the name of, or in such name or names as may be directed by, such holder representing the number of Common Shares to which such holder is entitled. Such conversion shall be deemed to have been made at the close of business on the date such A-1 Shares shall have been surrendered for conversion, so that the rights of the holder of such A-1 Shares, as the holder thereof, shall cease at such time and the person or persons entitled to receive Common Shares upon such conversion shall be treated for all purposes as having become the holder or holders of record of such Common Shares at such time and such conversion shall be on the Current Conversion Basis as at such time. 4.03 The registered holder of any A-1 Shares on the record date for any dividend declared payable on such shares shall be entitled to such dividend notwithstanding that such shares are converted after such record date and before the payment date of such dividend and the registered holder of any Common Share resulting from any conversion shall be entitled to rank equally with the registered holders of all other Common Shares in respect of all dividends declared payable to holders of Common Shares of record on any date after the date of conversion. Subject to the foregoing and to the provisions hereof, upon the conversion of A-1 Shares the Corporation shall make no other payment or other adjustment on account of any dividends on the A-1 Shares so converted or on account of the dividends on the Common Shares issuable upon such conversion. 4.04 The Current Conversion Price shall be subject to adjustment from time to time as follows: (a) If, at any time after the issuance of the A-1 Shares, the Corporation shall: (i) subdivide, redivide or change its outstanding Common Shares into a greater number of shares; or (ii) reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; the Current Conversion Price in effect immediately after such subdivision, redivision, change, reduction, combination or consolidation as the case may be, shall be decreased in the same proportion to the increase in the number of outstanding Common Shares resulting from such subdivision, redivision or change or, in the case of (ii), shall be increased in the same proportion to the decrease in the number of outstanding Common Shares resulting from such combination or consolidation; such adjustment shall be made successively whenever any event referred to in this paragraph 4.04(a) shall occur; (b) If, at any time after the issuance of the A-1 Shares, the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares; (ii) rights, options or warrants to subscribe for or purchase Common Shares (or securities convertible or exchangeable into Common Shares) at a price of \$0.40 per Common Share; (iii) evidences of its indebtedness; or (iv) assets; then in each such case the Current Conversion Price shall be adjusted immediately mutatis mutandi. 4.05 No adjustments of the Current Conversion Price shall be made pursuant to paragraph (b) of Section 4.04 if the holders of the A-1 Shares were permitted and all such holders have elected or have waived or are deemed to have waived their right to participate in the issue of such rights, options or warrants or such distribution, as the case may be, as though and to the same extent as if they had converted their A-1 Shares into Common Shares prior to the issue of such rights, options or warrants or such distribution, as the case may be. Any such participation shall be subject to approval of the stock exchanges upon which the securities of the Corporation are then listed. 4.06 No adjustment of the Current Conversion Price shall be made in any case in which the resulting increase or decrease in the Current Conversion Price would be less than 1% of the then Current Conversion Price, but in such case any adjustment that would otherwise have been required then to be made shall be carried forward and made at the time of, and together with, the next subsequent adjustment to the Current Conversion Price which, together with any and all such adjustments so carried forward, shall result in an increase or decrease in the Current Conversion Price by not less than 1%. 4.07 When, after the date of issuance of the A-1 Shares, any action is taken which requires an increase or decrease of the Current Conversion Price under Section 4.04, the Corporation shall forthwith file with its transfer agent for the A-1 Shares,

and deliver a copy to each registered holder of A-1 Shares, a Certificate setting forth the details of the action taken and, as the case may be, the increased or decreased Current Conversion Price, the details of the computation of the adjusted Current Conversion Price and the resulting adjusted Current Conversion Basis. The transfer agent shall be under no duty to make any investigation or inquiry as to the statements obtained in any such Certificate of the Corporation or the manner in which any computation was made, but the transfer agent may accept such certificate as conclusive evidence of the statements therein contained and shall be fully protected with respect to any and all acts done or action taken or suffered by it in reliance thereon. The Corporation shall exhibit a copy of such Certificate of the Corporation, from time to time, to any holder of A-1 Shares desiring to inspect the same, and shall give notice of any such adjustment of the Current Conversion Price and the resulting adjustment of the Current Conversion Basis to the holders of A-1 Shares in the manner provided in Article 12.00. The Corporation may, and shall upon the written request of holders of not less than 25% of the then issued and outstanding A-1 Shares, retain a firm of independent chartered accountants (who may be the auditors of the Corporation) to make any computation required under Section 4.04, and any computation so made shall be final and binding on the Corporation, the transfer agent for the A-1 Shares and the holders of the A-1 Shares. Such computation shall be contained in a certificate of such independent chartered accountants addressed to the holders of A-1 Shares, the transfer agent for such shares and to the Corporation. Such firm of independent chartered accountants may, as to questions of law, request and rely upon an opinion of independent counsel (who may be counsel for the Corporation). 4.08 Upon the surrender of any A-1 Shares for conversion, the number of full Common Shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of such A-1 Shares to be converted, and in any case where a fraction of a Common Share is involved the Corporation shall adjust such fractional interest by rounding up such fraction to the next whole number of Common Shares. 4.09 The issuance of certificates for Common Shares upon the conversion of A-1 Shares shall be made without charge to the holders of the A-1 Shares so converted for any fee or tax (other than tax on the income of the holders) in respect of the issuance on such certificates or the Common Shares represented thereby. 4.10 In case of any reclassification or change (other than a change referred in paragraph 4.04(a)) of the Common Shares or capital reorganization of the Corporation other than as referred to in Section 4.04, or in the case of any amalgamation, consolidation or merger of the Corporation with or into any other corporation, trust, partnership or other entity, or in the case of any sale of the properties and assets of the Corporation as, or substantially as, an entirety to any other corporation, trust, partnership or other entity each A-1 Shares shall, after such reclassification, change, amalgamation, consolidation, merger or sale, be convertible into the number of shares or other securities or property of the Corporation, or such continuing, successor, purchasing corporation, trust, partnership or other entity, as the case may be, to which a holder of the number of Common Shares as would have been issued if such A-1 Shares had been converted immediately prior to such reclassification, change, amalgamation, consolidation, merger or sale would have been entitled upon such reclassification, change, amalgamation, consolidation, merger or sale. The Board of Directors may, and upon the written request of the holders of not less than 25% of the then issued and outstanding A-1 Shares, shall retain a firm of independent chartered accountants (who may be the auditors of the Corporation) to make the foregoing calculation, and the Board of Directors shall determine such entitlement on the basis of the certificate of such firm which shall be addressed to the holders of A-1 Shares, the transfer agent for such shares and the Corporation. Any such determination shall be conclusive and binding on the Corporation, the transfer agent for the A-1 Shares, and the holders of the A-1 Shares. No such reclassification, change, amalgamation, consolidation, merger or sale shall be carried into effect unless, in the opinion of the Board of Directors, all necessary steps shall have been taken to ensure that the holders of the A-1 Shares shall thereafter be entitled to receive such number of shares or other securities or property of the Corporation, or such continuing, successor or purchasing corporation, as the case may be, subject to adjustment thereafter in accordance with provisions similar, as nearly as may be, to those contained in this Article 4.00. No such reclassification, change, amalgamation, consolidation, merger or sale shall be implemented by the Corporation unless, in addition to any other requirement of applicable law, the Corporation has obtained a certificate of a firm of independent chartered accountants referred to above and such certificate also states that as a result of the implementation of any such reclassification, change, amalgamation, consolidation, merger or sale, there will be no class or series of shares (or other equity securities or interest) in the Corporation, or such continuing successor, purchasing corporation, trust, partnership or entity, as the case may be, that would, or could, rank prior to or on a parity with the A-1 Shares as to payment of dividends or the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation or other continuing entity. 4.11 So long as any A-1 Shares remain outstanding the Corporation shall give to the holders of A-1 Shares at least 14 days' prior notice of the record date for the payment of any cash dividend, stock dividend or other distribution on its Common Shares and prompt public notice of the issue to any of its shareholders of rights to subscribe for Common Shares or other securities and

shall give at least 30 days' prior notice before making any repayment of capital on its Common Shares. Any such notice shall be sufficiently given if given individually to the holders of A-1 Shares. The accidental failure or omission to give the notice required by this Section 4.11 or any defect therein shall not affect the legality or validity of any such payment, distribution or issue. 4.12 The Corporation covenants and agrees that it shall not, during the periods of notice aforesaid, close its share transfer book, other than after normal business hours, or take any other corporate action which might deprive a holder of A-1 Shares from the opportunity of exercising any rights herein provided. 4.13 If in the opinion of the Board of Directors the provisions of this Article 4.00 are not strictly applicable, or if strictly applicable would not fairly protect the rights of the holders of the A-1 Shares in accordance with the intent and purposes hereof, the Board of Directors shall make any adjustment in such provisions as the Board of Directors deems appropriate. 4.14 So long as any of the A-1 Shares are outstanding the Corporation shall use its best efforts to maintain a listing and posting for trading of its outstanding Common Shares on one or more stock exchanges, including the Exchange. 4.15 The Corporation will not, by amendment of this certificate 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 hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions hereof and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of A-1 Shares against impairment. 5.00 PURCHASE FOR CANCELLATION 5.01 In addition to its right to redeem A-1 Shares as provided in Article 3.00, the Corporation may at any time or times purchase for cancellation the whole or any part of the outstanding A-1 Shares in the open market, provided that the A-1 Shares are listed or posted for trading on a stock exchange or by tender available to all of holders of A-1 Shares or by private agreement or otherwise (including purchases through or from an investment dealer or firm holding membership on a stock exchange) reasonably available to all holders or, at the option of the Corporation, by invitation for tenders addressed to all holders of record of the outstanding A-1 Shares, at the lowest price or prices at which, in the opinion of the Board of Directors, such shares are obtainable. In the event that, upon any request for tenders, the Corporation shall receive two or more tenders of A-1 Shares at the same price and which shares, when added to any shares tendered at a lower price or prices, aggregate more than the amount for which the Corporation is prepared to accept tenders, if any of the A-1 Shares so tendered at the same price are purchased by the Corporation, they shall be purchased pro rata from such holders tendering at the same price, disregarding fractions. 5.02 A-1 Shares purchased in accordance with this Article 5.00 shall be and be deemed to be cancelled and shall not be reissued. 6.00 LIQUIDATION 6.01 In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of A-1 Shares shall be entitled to receive an amount per A-1 Shares equal to the Stated Value per share, together with any accrued and unpaid dividends to the date of commencement of any such liquidation, dissolution, winding-up or other distribution of the assets of the Corporation, to be paid all such money before any money shall be paid or property or assets distributed to the holders of any Common Shares or other shares of the capital of the Corporation ranking junior to the A-1 Shares with respect to return of capital. 6.02 After payment to the holders of the A-1 Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation. 7.00 RESTRICTIONS 7.01 So long as any A-1 Shares are outstanding the Corporation shall not, without the approval of the holders of the A-1 Shares given in the manner provided under Section 11.01; (a) issue any shares ranking prior to or on a parity with the A-1 Shares as to the payment of dividends or the distribution of assets in the event of 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; (b) declare, pay, or set aside for payment, any dividends on the Common Shares or on any other shares of the Corporation ranking junior to the A-1 Shares as to the payment of dividends (other than stock dividends in any such shares of the Corporation, provided that any such stock dividend is made in accordance with the provisions hereof) unless all dividends up to, and including, the Dividend Payment Date for the last completed period for which dividends shall be payable shall have been declared and paid or set apart for payment in respect of the A-1 Shares and all other shares ranking senior to or on a parity with the A-1 Shares in respect of the payment of dividends; (c) set aside any money or make any payments for any sinking fund or other retirement fund applicable to any shares of the Corporation ranking junior to the A-1 Shares; (d) redeem, purchase or make any capital distribution in respect of less than all of the A-1 Shares; (e) (except out of net cash proceeds of a substantially concurrent issue of shares of the Corporation ranking junior to the A-1 Shares) redeem, purchase or make any capital distribution in respect of the Common Shares or any other shares of the Corporation ranking junior to the A-1 Shares; or (f) redeem, purchase or make any capital distribution in respect of (except in connection with any purchase obligation, sinking fund, retraction privilege or mandatory redemption requirement) any shares of the Corporation ranking on a parity with the A-1

Shares. 7.02 Nothing in Section 7.01 shall apply to hinder or prevent, and authorization is hereby given for, any of the actions referred to in such Section if consented to, or approved by, the holders of the A-1 Shares in the manner hereinafter specified or if all the outstanding A-1 Shares have been duly called for redemption and the redemption price paid in full or the amount required to pay the redemption price in full has been set aside for payment on or before the date fixed for redemption. 8.00 VOTING RIGHTS 8.01 Subject to applicable law, the holders of the A-1 Shares shall not be entitled as such (except as hereinafter specifically provided) to any voting rights or to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting unless and until the Corporation from time to time shall fail to pay and fail to remediate within 10 days, in the aggregate, four quarterly dividends on the A-1 Shares on the dates on which the same should be paid according to the terms hereof, whether or not consecutive and whether or not such dividends have been declared and whether or not there are moneys of the Corporation properly applicable to the payment of dividends; thereafter but only so long as any dividends on the A-1 Shares are not declared and actually paid, the holders of A-1 Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and shall be entitled to 1 vote in respect of each A-1 Shares held at all shareholders' meetings (other than meetings of holders of another class or series of shares required by law to be held separately). 9.00 GENERAL 9.01 Holders of A-1 Shares shall not be entitled, as of right, to subscribe for or purchase or receive any shares, bonds, debentures, or other securities of the Corporation now or hereafter authorized. 10.00 AMENDMENTS 10.01 The rights, privileges, restrictions and conditions attached to the A-1 Shares may be amended, modified, suspended, altered or repealed but only if consented to, or approved by, the holders of the A-1 Shares in the manner hereinafter specified and in accordance with any requirements of applicable law. 11.00 APPROVAL BY HOLDERS OF A-1 SHARES 11.01 For the purpose of Section 10.01, any consent or approval given by the holders of A-1 Shares shall be deemed to have been sufficiently given if it shall have been given in writing by all the holders of the outstanding A-1 Shares or by a resolution passed at a meeting of holders of A-1 Shares duly called and held upon not less than 21 days' notice in writing to the holders at which the holders of at least 25% of the outstanding A-1 Shares are present or are represented by proxy and carried by the affirmative vote of not less than two-thirds of the votes cast at such meeting. If at any such meeting the holders of at least 25% of the outstanding A-1 Shares are not present or represented by proxy within one-half hour after the time appointed for such meeting then the meeting shall be adjourned to such date not less than 15 days thereafter and to such time and place as may be designated by the chairman. At such adjourned meeting the holders of A-1 Shares present or represented by proxy may transact the business for which the meeting was originally convened and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast at such meeting shall constitute the consent or approval of the holders of A-1 Shares. On every ballot cast at every meeting every holder of a A-1 Shares shall be entitled to one vote in respect of each A-1 Shares held. Subject to the foregoing, the formalities to be observed in respect of the giving or waiving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those from time to time prescribed in the by-laws of the Corporation. 12.00 NOTICES 12.01 Any notice, except as provided in Section 4.11, required to be given under the provisions attaching to the A-1 Shares to holders thereof shall be given by posting the same in a postage paid envelope addressed to each holder at the last address of such holder as it appears on the books of the Corporation or, in the event of the address of any such holder not so appearing, then to the address of such holder last known to the Corporation provided that accidental failure or omission to give any such notice to one or more shareholders or any defect therein shall not affect the legality or validity of any action or proceeding founded thereon but upon such failure or omission being discovered notice shall be given forthwith to such holder or holders and shall have the same force and effect as if given in due time.

D. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":

Not amended

E. Other provisions:

Not amended

4. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the Business Corporations Act.

5. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on:

November 09, 2022

The articles have been properly executed by the required person(s).