



4. The director(s) is/are:  
Administrateur(s) :

First name, middle names and surname <i>Prénom, autres prénoms et nom de famille</i>	Address for services, giving street & No. or R.R. No., Municipality, Province, Country and Postal code. <i>Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal</i>	Resident Canadian State 'Yes' or 'No' <i>Résident canadien Oui/Non</i>
James Balsillie	[Redacted - Personal Information]	Yes
Jill Smith	[Redacted - Personal Information]	No
Jim Stavridis	[Redacted - Personal Information]	No
Darren Farber	[Redacted - Personal Information]	No
Anthony Pagano	[Redacted - Personal Information]	Yes
Yaprak Baltacioglu	[Redacted - Personal Information]	Yes
Brendan Paddick	[Redacted - Personal Information]	No
Richard Florizone	[Redacted - Personal Information]	Yes

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

A - **Amalgamation Agreement / Convention de fusion :**



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.  
 Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or  
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.  
 Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
MDA LTD.	2758534	2021	04	06
2828330 ONTARIO INC.	2828330	2021	04	06

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

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

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

The Corporation is authorized to issue an unlimited number of shares of one class, designated as 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 :

Not applicable.

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 :

None.

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

(i) a majority of the board of directors of the Company must be resident Canadians, and (ii) the head and registered office of the Company must be located in Canada.

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.**

MDA LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Andrew Lapham

Director

*"Andrew Lapham"*

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

2828330 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Andrew Lapham

Director

*"Andrew Lapham"*

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

**SCHEDULE "A"**

**STATEMENT OF A DIRECTOR  
OF  
2828330 ONTARIO INC.  
AND  
MDA LTD.**

**PURSUANT TO SECTION 178(2) OF  
THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

I, Andrew Lapham, of the City of Toronto, in the Province of Ontario, state that:

1. This Statement is made pursuant to Section 178(2) of the *Business Corporations Act* (Ontario).
2. I am a Director of 2828330 Ontario Inc. and as such have knowledge of its affairs.
3. I am a Director of MDA Ltd. and as such have knowledge of its affairs.
4. The amalgamation of 2828330 Ontario Inc. and MDA Ltd. (the "**Amalgamating Corporations**") has been approved.
5. There are reasonable grounds for believing that:
  - (a) each of the Amalgamating Corporations is, and the corporation resulting from the amalgamation of the Amalgamating Corporations (the "**Amalgamated Corporation**") will be, able to pay its liabilities as they become due;
  - (b) the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
  - (c) no creditor will be prejudiced by the amalgamation.

**DATED** as of the 6th day of April, 2021.

*"Andrew Lapham"*

\_\_\_\_\_  
Andrew Lapham,  
Director of 2828330 Ontario Inc.  
and Director of MDA Ltd.



SCHEDULE "B"

**AMALGAMATION AGREEMENT**

**THIS AGREEMENT** is made as of the 6<sup>th</sup> day of April, 2021.

**B E T W E E N:**

**2828330 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario,

("Newco")

-and-

**MDA LTD.**, a corporation incorporated under the laws of the Province of Ontario,

("MDA")

**RECITALS:**

- A. Each of the Amalgamating Corporations has agreed to amalgamate in accordance with the Act on the terms and conditions set out in this Agreement.
- B. The authorized share capital of Newco consists of an unlimited number of common shares of which 513,720,000 are issued and outstanding.
- C. The authorized share capital of MDA Consists of an unlimited number of common shares of which 518,290,223 are issued and outstanding.

**NOW THEREFORE** the Amalgamating Corporations hereby agree as follows:

**ARTICLE I**

**DEFINITIONS AND RULES OF INTERPRETATION**

**1.1 Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following terms shall have the following corresponding meanings:

"Act" means the *Business Corporations Act* (Ontario).

"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this amalgamation agreement between the Amalgamating Corporations, including all schedules and all instruments amending or restating this Agreement. All references to "Articles", "Sections" and "Schedules" mean and refer to the specified article, section and schedule of this Agreement.

“**Amalgamating Corporations**” means Newco and MDA.

“**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the City of Toronto, Ontario are open for business.

“**Certificate Date**” means the date of the Certificate of Amalgamation.

“**Certificate of Amalgamation**” means the certificate of amalgamation to be dated April 6, 2021 issued pursuant to the Act.

“**Corporation**” means the corporation that will continue as a result of the amalgamation of the Amalgamating Corporations.

“**Notice**” shall have the meaning given to it in Section 4.2.

## 1.2 Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** – Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** – Whenever any action to be taken pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken on the first Business Day following such day.
- (d) **Currency** – Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** – The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** – Where the word “**including**” or “**includes**” is used in this Agreement, it means “**including without limitation**” or “**includes without limitation**”.
- (g) **Plurals and Gender** – The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any

provision of this Agreement to such persons or circumstances as the context otherwise permits.

- (h) **Statutory References** – Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

### **1.3 Applicable Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

## **ARTICLE II**

### **AMALGAMATION**

#### **2.1 Effective Date**

The Amalgamating Corporations agree to amalgamate effective on the Certificate Date in accordance with the provisions of the Act and to continue as one corporation on the terms and conditions of this Agreement.

#### **2.2 Name**

The name of the Corporation shall be MDA LTD.

#### **2.3 Financial Year**

The first financial year of the Corporation shall commence at the earliest possible moment on the Certificate Date.

#### **2.4 Registered Office**

The registered office of the Corporation shall be located at 9445 Airport Road, Brampton, Ontario, Canada L6S 0B6.

#### **2.5 Board of Directors**

- (a) The board of directors of the Corporation shall consist of a minimum of three and a maximum of twenty directors. The directors of the Corporation shall be the persons whose names, addresses and resident Canadian status are set out below:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Andrew Lapham	[Redacted - Personal Information]	Yes
Michael Greenley	[Redacted - Personal Information]	Yes
James Balsillie	[Redacted - Personal Information]	Yes
Yaprak Baltacioglu	[Redacted - Personal Information]	Yes
Darren Farber	[Redacted - Personal Information]	No
Brendan Paddick	[Redacted - Personal Information]	No
Anthony Pagano	[Redacted - Personal Information]	Yes
John Risley	[Redacted - Personal Information]	Yes
Jill Smith	[Redacted - Personal Information]	No
Jim Stavridis	[Redacted - Personal Information]	No
Richard Florizone	[Redacted - Personal Information]	Yes

- (b) The directors shall hold office until the first annual meeting of the Corporation or until successors are elected or appointed. Subsequent directors of the Corporation shall be elected in accordance with the provisions of the Act and the by-laws of the Corporation.

## **2.6 Restrictions on Business of the Corporation**

There shall be no restrictions on the business that the Corporation may carry on.

## **2.7 Other Provisions**

The articles of the Company will be amended to provide for the requirement that: (i) a majority of the board of directors of the Company must be resident Canadians, and (ii) the head and registered office of the Company must be located in Canada.

## **2.8 Restrictions on Transfer of Securities**

None.

## **2.9 By-Laws**

The Corporation shall enact a new set of by-laws to govern the business and affairs of the Corporation. A copy of the proposed by-laws of the Corporation may be examined at 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7 or the registered office of the Corporation.

# **ARTICLE III**

## **SHARE CAPITAL OF THE CORPORATION**

### **3.1 Authorized Share Capital of the Corporation**

The authorized capital of the Corporation shall be an unlimited number of shares of one class, designated as Common Shares.

### **3.2 Issued Share Capital of the Corporation**

- (a) Upon the amalgamation becoming effective, the issued capital of the Amalgamating Corporations shall be converted or cancelled as follows:
  - (i) The 513,720,000 issued and outstanding common shares in the capital of Newco shall be converted into 85,620,000 common shares of the Corporation on the basis of 1 common share for every 6 common shares held in the capital of Newco; and
  - (ii) The 518,290,223 issued and outstanding common shares in the capital of MDA shall be converted into 761,695 common shares of the Corporation on the basis of 1 common share for every 6 common shares held by each shareholder in the capital of MDA with the exception of the 513,720,000 common shares in the capital of MDA held by Newco. The 513,720,000 common shares held by Newco shall be cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation in connection with the amalgamation.
- (b) The stated capital attributable to the common shares of the Corporation issuable pursuant to Section 3.2 on the conversion of shares of the Amalgamating Corporations shall be the aggregate stated capital attributable to the shares so converted into that class.

- (c) Upon the amalgamation becoming effective on the Certificate Date, the holders of issued shares of the Amalgamating Corporations, upon surrendering their certificates representing the issued shares of the Amalgamating Corporations, shall be entitled to receive certificates for shares of the Corporation in accordance with the provisions of this Agreement.

## ARTICLE IV

### GENERAL

#### 4.1 Termination

This Agreement may be terminated by the directors of either of the Amalgamating Corporations at any time before the issuance of the Certificate of Amalgamation, notwithstanding the approval of the Amalgamation Agreement by the shareholders of each of the Amalgamating Corporations.

#### 4.2 Notice

All notices, requests, demands or other communications required or permitted to be given by one Amalgamating Corporation to another under this Agreement (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission or delivered by registered mail, postage prepaid, or by electronic communication (including e-mail and Internet or intranet websites addressed as follows:

- (a) If to Newco: 9445 Airport Road  
Brampton, ON L6S 0B6  
Attention: Andrew Lapham, Director  
Email Address: [Redacted - Personal Information]
- (b) If to MDA: 9445 Airport Road  
Brampton, ON L6S 0B6  
Attention: Andrew Lapham, Director  
Email Address: [Redacted - Personal Information]

or at such other address or e-mail address at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the Party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee’s local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee’s local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission. Attempted delivery of any Notice hereunder by electronic communication (including but not limited to e-mail and Internet or intranet websites, but excluding facsimile transmission) shall not constitute delivery of such Notice for the purposes of this Agreement.

### **4.3 Waiver**

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

### **4.4 Further Assurances**

The Amalgamating Corporations shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each of the Amalgamating Corporations shall provide such further documents or instruments required by the other Amalgamating Corporation as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

### **4.5 Execution by Electronic Transmission**

The signature of either of the Amalgamating Corporations may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

### **4.6 Counterparts**

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

**[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]**

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

2828330 **ONTARIO INC.**

Per: "Andrew Lapham"  
Andrew Lapham, Director

**MDA LTD.**

Per: "Andrew Lapham"  
Andrew Lapham, Director