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Ontario Corporation Number
Numéro de la société en Ontario

2584971

Ministry of Government Services
Ministère des Services gouvernementaux
Ontario

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

JULY 25 JUILLET, 2017

Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business Corporations Act

Formule 3
Loi sur les sociétés par actions

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

CANACCORD GENUITY ACQUISITION CORP.

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT) :

N/A

3. Date of incorporation/amalgamation:
Date de la constitution ou de la fusion :

2017-06-28
(Year, Month, Day)
(année, mois, jour)

4. **Complete only if there is a change in the number of directors or the minimum / maximum number of directors.**
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: Nombre d'administrateurs :		minimum and maximum number of directors is/are: nombres minimum et maximum d'administrateurs :	
Number Nombre		minimum and maximum minimum et maximum	
	or ou	3	20

5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

See pages 1A to 1J forming a part hereof.

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The articles are amended to increase the authorized capital of the Corporation to create an unlimited number of Class A Restricted Voting Shares and an unlimited number of Common Shares. After giving effect to the foregoing the classes and maximum number of shares that the Corporation is authorized to issue shall be an unlimited number of Class A Restricted Voting Shares, an unlimited number of Class B Shares, and an unlimited number of Common Shares.

The Class A Restricted Voting Shares, the Class B Shares and the Common Shares shall have attached thereto and be subject to the following rights, privileges, restrictions and conditions:

1. **Definitions.**

In these share provisions, the following words and phrases shall have the following meanings:

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

"**CDS**" means CDS Clearing and Depositary Services Inc.;

"**Class A Automatic Redemption Price**" means an amount per Class A Restricted Voting Share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account, including any interest and other amounts earned thereon; less (B) an amount equal to the total of (i) any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) any taxes of the Corporation (including under Part VI.1 of the Tax Act) arising in connection with the redemption of the Class A Restricted Voting Shares, (iii) the Warrant Redemption Price; and (iv) up to a maximum of $50,000 of interest and other amounts earned to pay actual and expected Winding-Up expenses and certain other related costs, each as reasonably determined by the Corporation;

"**Class A Extension Redemption Price**" means an amount per Class A Restricted Voting Share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the meeting in respect of approving an Extension, including any interest or other amounts earned thereon; less (B) an amount equal to the total of (i) any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) any taxes of the Corporation (including under Part VI.1 of the Tax Act) arising in connection with the redemption of the Class A Restricted Voting Shares, (iii) the Warrant Redemption Price; and (iv) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation; for greater certainty, such amount will not be reduced by the deferred underwriting commissions per Class A Restricted Voting Share held in the Escrow Account;

"**Class A Qualifying Acquisition Redemption Price**" means an amount per Class A Restricted Voting Share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the meeting of the shareholders of the Corporation at which the Qualifying Acquisition is approved or, if no such meeting is required, at the time immediately prior to the redemption deposit deadline, including interest and other amounts earned thereon;

less (B) an amount equal to the total of (i) applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) the Warrant Redemption Price; and (iii) actual and expected direct expenses related to the redemption, each as reasonably determined by the Corporation; for greater certainty, such amount will not be reduced by the amount of any tax of the Corporation under Part VI.1 of the Tax Act or the deferred underwriting commissions per Class A Restricted Voting Share held in the Escrow Account;

"**Class A Restricted Voting Shares**" means the Class A restricted voting shares of the Corporation;

"**Class B Shares**" means the Class B shares of the Corporation;

"**Common Shares**" means the Common shares of the Corporation;

"**Corporation**" means Canaccord Genuity Acquisition Corp.;

"**Escrow Account**" means an escrow account established with the Escrow Agent pursuant to the Escrow Agreement to be used by the Corporation to pay amounts to, *inter alia*, applicable tax authorities, the holders of Class A Restricted Voting Shares, the underwriters of the IPO and/or the vendors in connection with a Qualifying Acquisition;

"**Escrow Agent**" means TSX Trust Company (or any replacement thereto), or its successors and permitted assigns;

"**Escrow Agreement**" means the escrow agreement entered into on or before the IPO Closing Date among the Corporation, each of the underwriters of the IPO in connection with the IPO, and the Escrow Agent, as it may be amended, restated or assigned;

"**Extension**" means one or more extensions to the Permitted Timeline, to up to a maximum of 36 months from the IPO Closing Date, that has been approved (if required by the TSX) by ordinary resolution of the holders of the Class A Restricted Voting Shares and that is also approved by the board of directors of the Corporation (and with the consent of the TSX, if required), in which case the redemption rights in subsection 4(b) shall apply;

"**Extraordinary Dividend**" means any dividend, together with all other dividends payable in the same calendar year, that has an aggregate absolute dollar value which is greater than $0.075 per share, with the adjustment to the applicable price (as the context may require) being a reduction equal to the amount of the excess;

"**IPO**" means the Corporation's initial public offering of its Class A restricted voting units, each Class A restricted voting unit consisting of one Class A Restricted Voting Share and one share purchase warrant of the Corporation;

"**IPO Closing Date**" means the closing date of the IPO;

"**Permitted Timeline**" means the allowable time period within which the Corporation must consummate its Qualifying Acquisition, being 21 months from the IPO Closing

Date (or 24 months from the IPO Closing Date if the Corporation has executed a letter of intent, agreement in principle or definitive agreement for a Qualifying Acquisition within 21 months from the Closing but has not completed the qualifying acquisition within such 21-month period), as it may be extended pursuant to an Extension following the IPO Closing Date;

"**Qualifying Acquisition**" means a qualifying acquisition within the meaning of Part X of the TSX Company Manual (as amended from time to time, and subject to any exemptive relief granted by the TSX), and which must (if required by the TSX) be approved (together with any other required shareholder approval under the Act or other applicable law) by holders of Class A Restricted Voting Shares, Class B Shares and Common Shares (although no Common Shares are expected to be issued and outstanding at the time of a meeting of shareholders to approve a Qualifying Acquisition, if applicable), voting together as if they were a single class of shares;

"**Redemption Limitation**" means an aggregate of 15% of the Class A Restricted Voting Shares issued and outstanding immediately following the IPO (including, if applicable, following the closing of the IPO over-allotment option granted by the Corporation to the underwriters);

"**Sponsor**" means CG Investments Inc., or its successors and permitted assigns;

"**Tax Act**" means *Income Tax Act* (Canada) and the regulations thereunder;

"**TSX**" means the Toronto Stock Exchange;

"**Warrant Redemption Price**" means the product of $0.03 multiplied by the number of Class A restricted voting units of the Corporation sold pursuant to the IPO (including, if applicable, any sold pursuant to the IPO over-allotment option granted by the Corporation to the underwriters); and

"**Winding-Up**" means the liquidation and cessation of the business of the Corporation, and includes the related automatic redemption of Class A Restricted Voting Shares, its applications to cease to be a reporting issuer and its winding-up and/or dissolution.

Class A Restricted Voting Shares

2. **Voting.**

(a) The holders of the Class A Restricted Voting Shares shall be entitled to receive notice of, and to attend and vote at, all meetings of the shareholders of the Corporation (except where solely the holders of one or more other specified classes of shares (other than the Class A Restricted Voting Shares) shall be entitled to vote at a meeting, in which case, only such holders shall be entitled to receive notice of, and attend and vote at, such meeting), including, for greater certainty, a meeting, if applicable, to consider an Extension, in respect of which only the holders of Class A Restricted Voting Shares shall be entitled to vote.

(b) The holders of the Class A Restricted Voting Shares shall vote together with the holders of the Class B Shares and the holders of the Common Shares (although no Common Shares are expected to be issued and outstanding at the time of a meeting of shareholders to approve a Qualifying Acquisition, if applicable) (as if they were a single class of shares) upon all matters submitted to a vote of shareholders, excluding those matters required to be submitted solely to the holders of one or more other specified classes of shares and those matters required to be submitted to a class vote pursuant to the Act or other applicable law. Subject to the foregoing sentence and paragraph (e) below, each Class A Restricted Voting Share shall confer the right to one vote.

(c) The holders of the Class A Restricted Voting Shares shall not be entitled to vote separately as a class or to dissent upon a proposal to amend the articles of the Corporation to effect an exchange, reclassification or cancellation of Class A Restricted Voting Shares carried out in connection with a Qualifying Acquisition if such proposal also affects the Class B Shares and complies with the redemption rights in respect of a Qualifying Acquisition of, and the conversion feature of, the Class A Restricted Voting Shares.

(d) Notwithstanding the foregoing, the holders of Class A Restricted Voting Shares shall not be entitled to vote on, or receive notice of or attend, meetings held only to consider the election and/or removal of directors and/or auditors of the Corporation prior to the closing of a Qualifying Acquisition.

(e) For greater certainty, notice shall not be required to be provided to the holders of Class A Restricted Voting Shares in the event a written resolution of all the holders of Class B Shares (and, if applicable, Common Shares) in lieu of a meeting under section 104 of the Act is approved.

3. **Dividends**. The holders of the Class A Restricted Voting Shares shall be entitled to receive, and the Corporation shall pay in equal amounts per share on all Class A Restricted Voting Shares, Class B Shares (and, if applicable, Common Shares) at the time outstanding, without preference or distinction, such non-cumulative dividends as the directors of the Corporation may from time to time declare in their absolute discretion.

4. **Redemption.**

(a) In the event that a Qualifying Acquisition is completed and closed on or before the expiration of the Permitted Timeline then, subject to subsection 4(c), subsection 4(d) and subsection 4(e), each of the holders of Class A Restricted Voting Shares, irrespective of whether such holders voted for or against, or did not vote on, the Qualifying Acquisition, will be entitled, provided that they deposit (and do not validly withdraw) their shares (represented by share certificate(s), unit certificate(s), or electronic or other book-entry position(s), as applicable) for redemption prior to the second business day prior to the meeting of shareholders to consider the Qualifying Acquisition (or, if no such meeting is required, then prior to a deadline, following public disclosure of the details of the Qualifying Acquisition and prior to the closing of the Qualify Acquisition,

specified by the Corporation of which prior notice had been provided to holders of the Class A Restricted Voting Shares by any means permitted by the TSX not less than 25 days nor more than 60 days in advance of such deadline), to require the Corporation, effective immediately prior to the closing of the Qualifying Acquisition, to redeem all or a portion of such holder's Class A Restricted Voting Shares for the Class A Qualifying Acquisition Redemption Price per Class A Restricted Voting Share redeemed in accordance with the procedures set forth in this section 4, without interest.

(b) In the event that the Permitted Timeline is extended by way of an Extension then, subject to subsection 4(c) and subsection 4(d), each of the holders of Class A Restricted Voting Shares, irrespective of whether such holders voted for or against, or did not vote on, the Extension, will be entitled, provided that they deposit (and do not validly withdraw) their shares (represented by share certificate(s), unit certificate(s), or electronic or other book-entry position(s), as applicable) for redemption prior to the second business day prior to the meeting of holders of Class A Restricted Voting Shares to consider the Extension of the Permitted Timeline to require the Corporation, effective immediately prior to the date the Extension takes effect, to redeem all or a portion of such holder's Class A Restricted Voting Shares for the Class A Extension Redemption Price per Class A Restricted Voting Share redeemed in accordance with the procedures set forth in this section 4, without interest.

(c) Subject to subsection 4(d) and subsection 4(e) below, a holder of Class A Restricted Voting Shares that is entitled, in accordance with subsection 4(a) or subsection 4(b), to require the Corporation to redeem any or all of such holder's Class A Restricted Voting Shares, may do so by depositing such holder's shares (represented by share certificate(s), unit certificate(s), or electronic or other book-entry position(s), as applicable), as provided in subsection 4(a) or subsection 4(b) above, as applicable, in respect of all or any number of the Class A Restricted Voting Shares registered in the name of such holder or its nominee (which may include CDS) on the books of the Corporation. A holder of Class A Restricted Voting Shares exercising his, her or its option to have the Corporation redeem his, her or its Class A Restricted Voting Shares shall, at the time of deposit, give notice to the Corporation or as the Corporation may so direct (including to the Corporation's transfer agent or to CDS), in a form acceptable to the Corporation, of the number of the holder's Class A Restricted Voting Shares to be redeemed (failing which, all of the holder's Class A Restricted Voting Shares deposited shall be deemed to have been deposited to be redeemed). The holder of any Class A Restricted Voting Shares may, with the consent of the Corporation (which may be granted on a blanket basis), revoke any such notices or deposits, as applicable, prior to the redemption date (being immediately prior to the closing of the Qualifying Acquisition or immediately prior to the effective date of the Extension, as applicable). Upon payment in cash of the Class A Qualifying Acquisition Redemption Price or the Class A Extension Redemption Price, as applicable, in respect of the Class A Restricted Voting Shares to be redeemed by the Corporation, the rights of the holders in respect of such Class A Restricted Voting

Shares being redeemed, as shareholders, shall be extinguished in their entirety (including, but not limited to, the right to receive dividends), subject to applicable law.

(d) If the redemption by the Corporation pursuant to this section 4 of all of the Class A Restricted Voting Shares to be redeemed would be contrary to any provisions of the Act or any other applicable law, the Corporation shall be obligated to redeem only the maximum number of Class A Restricted Voting Shares which the Corporation determines it is then permitted to redeem, such redemptions to be made pro-rata (disregarding fractions of shares) according to the number of Class A Restricted Voting Shares required by each such holder to be redeemed by the Corporation, and the Corporation shall either issue new share or unit certificates representing the Class A Restricted Voting Shares not redeemed by the Corporation, or shall otherwise confirm such shares as issued and outstanding or represented by electronic or other book-entry positions.

(e) Notwithstanding anything to the contrary in this section 4, no registered or beneficial holder of Class A Restricted Voting Shares (other than CDS) that, together with any affiliate thereof or any person acting jointly or in concert therewith (within the meaning of section 1.9 of National Instrument 62-104 under the *Securities Act* (Ontario) as in effect on the IPO Closing Date), shall be entitled to require the Corporation to redeem Class A Restricted Voting Shares in excess of the Redemption Limitation, and such excess Class A Restricted Voting Shares shall be deemed not to have been required to be redeemed. For greater certainty, the Redemption Limitation shall not affect the voting rights of the holders of Class A Restricted Voting Shares and shall not apply in the event of the Extension or the winding-up of the Corporation or the application of section 5 hereof.

(f) In the event a holder deposits its shares (represented by share certificate(s), unit certificate(s), or electronic or other book-entry position(s), as applicable) for redemption in accordance with section 4(a) or section 4(b), and the Qualifying Acquisition is not approved or completed, or the Extension to the Permitted Timeline is not approved or proceeded with, then the shares (represented by share certificate(s), unit certificate(s), or electronic or other book-entry position(s), as applicable) so deposited will be returned to their respective registered holders (or re-deposited with CDS, as applicable), and the rights of the holders of the Class A Restricted Voting Shares so deposited, for the avoidance of doubt, shall continue in accordance with the provisions herein.

5. **Automatic Redemption.**

(a) In the event that a Qualifying Acquisition is not completed within the Permitted Timeline, then all of the then issued and outstanding Class A Restricted Voting Shares will, on an automatic redemption date specified by the Corporation (such date to be within 10 days following the last day of the Permitted Timeline), be automatically redeemed for the Class A Automatic Redemption Price per Class A Restricted Voting Share. On or promptly following such automatic redemption date, the Corporation shall pay or cause to be paid such amount to the holders of

the shares to be redeemed, on deposit of the certificates for the shares so redeemed and the certificates (if any) for such shares shall thereupon be cancelled, or on deposit of electronic or other book-entry positions, and the shares represented thereby shall thereupon be redeemed, as applicable. From and after the automatic redemption date, the rights of the holders of the Class A Restricted Voting Shares so redeemed shall be extinguished in their entirety (including, but not limited to, the right to receive dividends), subject to applicable law, except the right to receive the Class A Automatic Redemption Price, without interest, for each Class A Restricted Voting Share so redeemed, in cash, unless payment of the Class A Automatic Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such Class A Restricted Voting Shares shall remain unimpaired.

(b) On or before the automatic redemption date, the Corporation shall have the right to deposit the Class A Automatic Redemption Price of any Class A Restricted Voting Share(s) called for redemption in a special account with any chartered bank or trust company in Canada, such amount to be paid to, or to the order of, the respective holders of such shares called for redemption, upon deposit of the certificates or electronic or other book-entry positions, as applicable, representing the same (in each case and/or other documents reasonably requested by the Corporation or the Corporation's transfer agent or CDS for the Class A Restricted Voting Shares, properly completed), and, upon such deposit being made, the Class A Restricted Voting Shares in respect of which such deposit shall have been made shall be redeemed and the rights of the holders thereof, after such deposit, shall be limited to receiving, out of the moneys so deposited, without interest on such deposited moneys, the Class A Automatic Redemption Price applicable to their respective Class A Restricted Voting Shares against deposit of the certificates or electronic or other book-entry positions, as applicable, representing such Class A Restricted Voting Shares and other documents reasonably requested by the Corporation or the Corporation's transfer agent or CDS for the Class A Restricted Voting Shares, properly completed.

(c) If the redemption by the Corporation pursuant to this section 5 of all of the Class A Restricted Voting Shares to be redeemed would be contrary to any provisions of the Act or any other applicable law, the Corporation shall be obligated to redeem only the maximum number of Class A Restricted Voting Shares which the Corporation determines it is then permitted to redeem, such redemptions to be made pro-rata (disregarding fractions of shares) according to the number of Class A Restricted Voting Shares to be redeemed by the Corporation, and the Corporation shall issue new certificates representing the Class A Restricted Voting Shares not redeemed by the Corporation, or otherwise confirm such shares as issued and outstanding or represented by electronic or other book-entry positions.

6. **Winding-Up or Dissolution.**

(a) In the event of the winding-up or dissolution of the Corporation, whether voluntary or involuntary, and whether prior to or following the Permitted

Timeline, the holders of the Class A Restricted Voting Shares shall be entitled to receive, before any distribution of any part of the assets of the Corporation among the holders of any other shares, for each Class A Restricted Voting Share then outstanding, if any, an amount equal to the Class A Automatic Redemption Price, and no more.

(b) Payments to holders of Class A Restricted Voting Shares shall be made as provided in section 5, *mutatis mutandis*.

7. **Anti-Dilution.** In the event that the Class B Shares or the Common Shares are at any time sub-divided, consolidated or changed into a greater or lesser number of shares of the same or another class, or a stock dividend or Extraordinary Dividend is paid on the Class B Shares, except as provided in section 13, or on the Common Shares, an appropriate adjustment, as determined by the board of directors of the Corporation, shall be made in the rights and conditions attached to the Class A Restricted Voting Shares so as to maintain the relative rights of the holders of those shares.

8. **Conversion; Other Restrictions.**

(a) Any Class A Restricted Voting Shares not required to be redeemed in accordance with subsection 4(a) or subsection 4(b) (and any unredeemed Class A Restricted Voting Shares or excess Class A Restricted Voting Shares referred to in subsection 4(d) or subsection 4(e)) will be automatically converted upon the closing of the Qualifying Acquisition into Common Shares on the basis of one Common Share for each Class A Restricted Voting Share converted.

(b) This shall not prevent the Common Shares from being further affected under the terms of a Qualifying Acquisition. Common Shares may be subject to forfeiture and/or transfer restrictions as agreed to by the holders thereof.

Class B Shares

9. **Voting.**

(a) The holders of the Class B Shares shall be entitled to receive notice of, and to attend and vote at all meetings of, the shareholders of the Corporation (except where solely the holders of Class A Restricted Voting Shares or another specified classes of shares (other than the Class B Shares) shall be entitled to vote at a meeting, in which case, only such holders shall be entitled to receive notice of, and attend and vote at, such meeting, including, for greater certainty, a meeting, if applicable, to consider an Extension, in respect of which only the holders of Class A Restricted Voting Shares shall be entitled to vote).

(b) The holders of the Class B Shares shall vote together with the holders of the Class A Restricted Voting Shares and the holders of Common Shares (although no Common Shares are expected to be issued and outstanding at the time of a meeting of shareholders to approve a Qualifying Acquisition, if applicable) (as if they were a single class of shares) upon all matters submitted to a vote of

shareholders, excluding those matters required to be submitted solely to the holders of one or more other specified classes of shares and those matters required to be submitted to a class vote pursuant to the Act or other applicable law. Subject to the foregoing sentence, each Class B Share shall confer the right to one vote.

(c) The holders of the Class B Shares shall not be entitled to vote separately as a class or to dissent upon a proposal to amend the articles of the Corporation to effect an exchange, reclassification or cancellation of Class B Shares carried out in connection with a Qualifying Acquisition if such proposal also affects the Class A Restricted Voting Shares and complies with the conversion feature of the Class B Shares.

10. **Dividends**. The holders of the Class B Shares shall be entitled to receive, and the Corporation shall pay in equal amounts per share on all Class B Shares, Class A Restricted Voting Shares (and, if applicable, Common Shares) at the time outstanding, without preference or distinction, such non-cumulative dividends as the directors of the Corporation may from time to time declare in their absolute discretion.

11. **Winding-Up or Dissolution**. Subject to the prior rights of the holders of the Class A Restricted Voting Shares and applicable law, in the event of the winding-up or dissolution of the Corporation, whether voluntary or involuntary, and whether prior to or following the Permitted Timeline, the holders of the Class B Shares (and, if applicable, the holders of the Common Shares) shall be entitled to receive the remaining property of the Corporation pro-rata.

12. **Anti-Dilution**. In the event that the Class A Restricted Voting Shares or the Common Shares are at any time sub-divided, consolidated or changed into a greater or lesser number of shares of the same or another class, or a stock dividend or Extraordinary Dividend is paid on the Class A Restricted Voting Shares, except as provided in section 8, or on the Common Shares, an appropriate adjustment, as determined by the board of directors of the Corporation, shall be made in the rights and conditions attached to the Class B Shares so as to maintain the relative rights of the holders of those shares.

13. **Conversion; Other Restrictions**.

(a) All issued and outstanding Class B Shares will be automatically converted upon the closing of the Qualifying Acquisition into Common Shares on the basis of one Common Share for each Class B Share.

(b) This shall not prevent the Common Shares from being further affected under the terms of a Qualifying Acquisition. Class B Shares and Common Shares may be subject to forfeiture and/or transfer restrictions as agreed to by the holders thereof.

14. **Restrictions Regarding the Qualifying Acquisition**.

No further Class A Restricted Voting Shares or Class B Shares may be issued commencing on the day following the closing of the Qualifying Acquisition, and no Common Shares may be issued prior to the closing of the Qualifying Acquisition except in connection with such closing.

Common Shares

15. **Voting.**

(a) The holders of the Common Shares shall be entitled to receive notice of, and to attend and vote at all meetings of, the shareholders of the Corporation (except where solely the holders of one or more other specified classes of shares (other than the Common Shares) shall be entitled to vote at a meeting, in which case, only such holders shall be entitled to receive notice of, and attend and vote at, such meeting, including, for greater certainty, a meeting, if applicable, to consider an Extension, in respect of which only the holders of Class A Restricted Voting Shares shall be entitled to vote).

(b) The holders of the Common Shares shall vote together with the holders of the Class A Restricted Voting Shares and the Class B Shares (as if they were a single class of shares) upon all matters submitted to a vote of shareholders, excluding those matters required to be submitted solely to the holders of one or more other specified classes of shares and those matters required to be submitted to a class vote pursuant to the Act or other applicable law. Subject to the foregoing sentence, each Common Share shall confer the right to one vote.

(c) The holders of the Common Shares shall not be entitled to vote separately as a class or to dissent upon a proposal to amend the articles of the Corporation to effect an exchange, reclassification or cancellation of Common Shares carried out in connection with a Qualifying Acquisition if such proposal complies with the conversion features of the Class A Restricted Voting Shares and the Class B Shares.

16. **Dividends.** The holders of the Common Shares shall be entitled to receive, and the Corporation shall pay in equal amounts per share on all Common Shares, Class A Restricted Voting Shares and Class B Shares at the time outstanding, without preference or distinction, such non-cumulative dividends as the directors of the Corporation may from time to time declare in their absolute discretion.

17. **Winding-Up or Dissolution.** Subject to the prior rights of the holders of the Class A Restricted Voting Shares and applicable law, in the event of the winding-up or dissolution of the Corporation, whether voluntary or involuntary, and whether prior to or following the Permitted Timeline, the holders of the Common Shares (and, if applicable, the holders of the Class B Shares) shall be entitled to receive the remaining property of the Corporation pro-rata.

18. **Anti-Dilution.** In the event that the Class A Restricted Voting Shares or the Class B Shares are at any time sub-divided, consolidated or changed into a greater or lesser number of shares of the same or another class, or a stock dividend or Extraordinary Dividend is paid on the Class A Restricted Voting Shares or on the Class B Shares, except as provided in section 8 or section 13, an appropriate adjustment, as determined by the board of directors of the Corporation, shall be made in the rights and conditions attached to the Common Shares so as to maintain the relative rights of the holders of those shares.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la *Loi sur les sociétés par actions*.

7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2017-07-25

(Year, Month, Day)
(année, mois, jour)

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

CANACCORD GENUITY ACQUISITION CORP.

(Print name of corporation from Article 1 on page 1)
(Veuillez écrir le nom de la société de l'article un à la page une).

By/
Par :

(Signature)
(Signature)

Corporate Secretary

(Description of Office)
(Fonction)