

Ontario
CORRECTED CERTIFICATE
This is a Corrected certificate endorsed
pursuant to Section 275 of the Business
Corporations Act, and effective on

CERTIFICAT RECTIFIÉ
Le présent certificat rectifié est approuvé
conformément à l'article 275 de la Loi sur les
sociétés par actions; il entre en vigueur le

MARCH 22 MARS, 2013

K. [Signature]
Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

Form 8
Business
Corporations
Act

Formule 8
Loi sur les
sociétés par
actions

**ARTICLES OF CONTINUANCE
STATUTS DE MAINTIEN**

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

P	I	V	O	T	T	E	C	H	N	O	L	O	G	Y	S	O	L	U	T	I	O	N	S	,	I	N
C	.																									

2. The corporation is to be continued under the name (if different from 1):
Nouvelle dénomination sociale de la société (si elle diffère de celle inscrite ci-dessus) :

3. Name of jurisdiction the corporation is leaving: / Nom du territoire (province ou territoire, État ou pays) que quitte la société :

ALBERTA

Name of jurisdiction / Nom du territoire

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

2011/01/25

Year, Month, Day / année, mois, jour

5. The address of the registered office is: / Adresse du siège social en :

181 Bay Street, Suite 2340

Street & Number or R.R. Number & if Multi-Office Building give Room No.
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto

Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste

ONTARIO

M 5 J 2 T 3

Postal Code/Code postal

6. Number of directors is/are: Fixed number OR minimum and maximum 1 15
 Nombre d'administrateurs : Nombre fixe OU minimum et maximum 1 15

7. The director(s) is/are: / Administrateur(s) First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code 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	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Douglas M. Stuve	17 Hidden Creek Park N.W. Calgary, AB, CANADA T3A 6C5	Yes
Wayne H. Henuset	815 Lake Placid Drive S.E. Calgary, AB, CANADA T2J 4B9	Yes
Al J. Kroontje	183 Nagway Court Calgary, AB, CANADA T3R 1A1	Yes
Michael D. Resendes	2484 Wilson Avenue Port Coquitlam, BC, CANADA V3C 0A5	Yes

8. 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.

None.

9. 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 :

- (a) an unlimited number of Common Shares; and
- (b) an unlimited number of Preferred Shares (issuable in series) of which one series known as Series A Preferred Shares has been designated.

10. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See pages 4A to 4G inserted into these articles.

Common Shares

There shall be attached to the Common Shares, the following rights, privileges, restrictions and conditions, namely:

1. The holders of Common Shares shall be entitled to receive notice of, and to vote at every meeting of the shareholders of the Corporation and shall have one (1) vote thereat for each such Common Share so held.
2. Subject to the rights, privileges, restrictions and conditions attached to any Preferred Shares of the Corporation, the holders of Common Shares shall be entitled to receive such dividend as the directors may from time to time, by resolution, declare.
3. Subject to the rights, privileges, restrictions and conditions attached to any Preferred Shares of the Corporation, in the event of liquidation, dissolution or winding up of the Corporation or upon any distribution of the assets of the Corporation among shareholders being made (other than by way of dividend out of monies properly applicable to the payment of dividends) the holders of Common Shares shall be entitled to share pro rata.

Preferred Shares (Issuable In Series)

There shall be attached to the Preferred Shares, the following rights, privileges, restrictions and conditions, namely:

1. The directors of the Corporation may, from time to time, issue the Preferred Shares in one or more series, each series to consist of such number of shares as may before issuance thereof, be determined by the directors.
2. The directors of the Corporation may, by resolution (subject as hereinafter provided) fix before issuance, the designation, rights, privileges, restrictions and conditions to attach to the Preferred Shares of each series, including, without limiting the generality of the foregoing, the rate, form, conditions of redemption, if any, voting rights and conversion rights (if any) and any sinking fund, purchase fund or other provisions attaching to the Preferred Shares of such series; and provided however, that no shares of any series shall be issued until the directors have filed an amendment to the Articles with the Director under the *Business Corporations Act* (Ontario) (the "Act"), or such designated person in any other jurisdiction in which the Corporation may be continued.
3. If any cumulative dividends or amounts payable on return of capital in respect of a series of shares are not paid in full, the shares of all series shall participate ratably in respect of accumulated dividends and return of capital.
4. The Preferred Shares shall be entitled to preference over the Common Shares of the Corporation and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of dividends, if any, and in the distribution of assets in the event of liquidation, dissolution or winding up of the Corporation, whether voluntary

or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, and may also be given such other preferences over the Common Shares of the Corporation and any other shares of the Corporation ranking junior to the Preferred Shares as may be fixed by the resolution of the directors of the Corporation as to the respective series authorized to be issued.

5. The Preferred Shares of each series shall rank on a parity with the Preferred Shares of every other series with respect to priority in the payment of dividends and in the distribution of assets in the event of liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary exclusive of any conversion rights that may affect the aforesaid.
6. No dividends shall at any time be declared or paid on or set apart for payment on any shares of the Corporation ranking junior to the Preferred Shares unless all dividends, if any, up to and including the dividend payable for the last completed period for which such dividend shall be payable on each series of Preferred Shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such declaration or payment or setting part for payment on such shares of the Corporation ranking junior to the Preferred Shares nor shall the Corporation call for redemption or redeem or purchase for cancellation or reduce or otherwise pay off any of the Preferred Shares (less than the total amount then outstanding) or any shares of the Corporation ranking junior to the Preferred Shares unless all dividends up to and including the dividend payable, if any, for the last completed period for which such dividends shall be payable on each series of the Preferred Shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such call for redemption, purchase, reduction or other payment.
7. Preferred Shares of any series may be purchased for cancellation or made subject to redemption by the Corporation out of capital pursuant to the provisions of the Act, if the directors so provide in the resolution of the Board of Directors of the Corporation relating to the issuance of such Preferred Shares, and upon such other terms and conditions as may be specified in the designations, rights, privileges, restrictions and conditions attaching to the Preferred Shares of such series as set forth in the said resolution of the Board of Directors and the amendment to the Articles of the Corporation relating to the issuance of such series.
8. The holders of the Preferred Shares shall not, as such, be entitled as of right to subscribe for or purchase or receive any part of any issue of shares or bonds, debentures or other securities of the Corporation now or hereafter authorized.
9. No class of shares may be created or rights and privileges increased to rank in parity or priority with the rights and privileges of the Preferred Shares including, without limiting the generality of the foregoing, the rights of the Preferred Shares to receive dividends or the return of capital, without the approval of the holders of the Preferred Shares as required under the Act.

Series A Preferred Shares

There shall be attached to the Series A Preferred Shares, the following rights, privileges, restrictions and conditions, namely:

(a) **Notice and Voting**

Subject to the provisions of the Act and paragraph (e) below, the holders of the Series A Preferred Shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation, nor shall they be entitled to vote at any such meeting for the purpose of electing Directors or for any other purpose.

(b) **Cumulative Dividend**

The holders of the Series A Preferred Shares shall be entitled to receive on a monthly basis in cash, out of any funds legally available therefor, a fixed cumulative preferential dividend at the rate of six percent (6%) per annum of the Original Purchase Price per share. The term "Original Purchase Price" means eighty cents (\$0.80) per share, as adjusted upon any stock split, reverse stock split, combination or recapitalization affecting the Series A Preferred Shares.

(c) **Retractable Right**

Following the completion by the Corporation of any transaction where the Corporation has raised \$75,000,000 in capital (written notice of which must be forthwith provided to the holders of Series A Preferred Shares), a holder of Series A Preferred Shares shall be entitled to require the Corporation to redeem at any time within 10 business days of the delivery of such notice any Series A Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate or certificates representing all or a part of the Series A Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing specifying (in this paragraph referred to as a "redemption demand"):

(i) that the holder desires to have the Series A Preferred Shares represented by such certificate(s) redeemed by the Corporation; and

(ii) the business day (in this paragraph referred to as the "redemption date") on which the holder desires to have the Corporation redeem such Series A Preferred Shares. The redemption demand shall specify a redemption date which shall not be less than thirty (30) days after the date on which the redemption demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.

The Corporation shall, on such redemption date, redeem all Series A Preferred Shares required to be redeemed by paying to such holder an amount equal to \$0.48 per share together with all dividends declared thereon and unpaid (such aggregate amount, the "Redemption Price") on presentation and surrender of the certificate(s) for the Series A Preferred Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Series A

Preferred Shares shall thereupon be cancelled and the Series A Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a bank draft or wire transfer of immediately available funds in the amount of, or, with the consent of the holder, a demand note or other evidence of indebtedness with a principal amount equal to the Redemption Price. From and after the redemption date, such Series A Preferred Shares shall cease to be entitled to dividends or repayments of capital and the holder of such redeemed shares shall not be entitled to exercise any of the rights of holders of Series A Preferred Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Series A Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

If less than all Series A Preferred Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Series A Preferred Shares which have not been redeemed.

In the event that holders of Series A Preferred Shares fail to surrender, in accordance with the foregoing provisions, the certificates representing the Series A Preferred Shares to be redeemed, the Corporation shall have the right to deposit the redemption price of the Series A Preferred Shares called for redemption, in a special account, with any chartered bank or trust company specified in the notice of redemption, and the redemption price so deposited shall be paid, without interest, to the respective holders of such Series A Preferred Shares called for redemption upon presentation and surrender of the certificates representing same to such chartered bank or trust company. Upon such deposits being made, the Series A Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and the rights of the holders thereof shall be limited to receiving out of the monies so deposited, without interest, the redemption price applicable to their respective shares against presentation and surrender of the certificates representing such Series A Preferred Shares.

(d) Conversion Right

(i) Optional Conversion Rights

The Series A Preferred Shares are convertible, at any time from the Issuance Date onward, at the option of the holder and without payment of additional consideration, into Common Shares.

(ii) Conversion Rate

The number of Common Shares into which each Series A Preferred Share is convertible is equal to the quotient obtained by dividing the Initial Price applicable to such Series A Preferred Share by the Conversion Price applicable to such Series A Preferred Share, as adjusted from time to time in accordance with paragraph (e). "Initial Price" means \$0.80 as adjusted in accordance with paragraph (e). "Conversion Price" means Initial Price as adjusted in accordance with paragraph (e).

(iii) Mandatory Conversion

At any time after June 30, 2013, the Corporation may require by delivery of written notice to each holder to convert all of the Series A Preferred Shares into fully paid, validly issued and non-assessable Common Shares (rounded to the nearest whole share) in accordance with this paragraph (d) subparagraph (iii) at the Conversion Price (a "Mandatory Conversion"). The Corporation will cause its transfer agent to issue each holder of Series A Preferred Shares of record on the Mandatory Conversion Date (a date which is no more than 10 days after the delivery of such notice) the number of Common Shares into which that number of Series A Preferred Shares is convertible at the address of record for such holder. Upon such issuance, the certificates representing the Series A Preferred Shares so converted shall be null and void.

(iv) Time of Conversion

Conversion is deemed to be effected (a) in the case of an optional conversion pursuant to paragraph (d) subparagraph (i), immediately prior to the close of business on the Conversion Date or (b) in the case of a Mandatory Conversion as of the Mandatory Conversion Date. "Conversion Date" means the date on which the documentation set out in paragraph (d) subparagraph (vi) is received by the Corporation.

(v) Effect of Conversion

Upon the conversion of the Series A Preferred Shares at the time provided for in (iv) above: (a) the rights of a holder as a holder of the converted Series A Preferred Shares cease; and (b) each person in whose name any certificate for Common Shares is issuable upon such conversion is deemed to have become the holder of record of such Common Shares:

(vi) Mechanics of Conversion

To exercise optional conversion rights under paragraph (d), a holder of Series A Preferred Shares must (i) give written notice to the Corporation at its principal office or the office of any transfer agent for the Common Shares (a) stating that the holder elects to convert Series A Preferred Shares and the number of Series A Preferred Shares to be so converted; and providing the name or names (with address or addresses) in which the certificate or certificates for Common Shares issuable upon such conversion are to be issued; and (ii) where the Common Shares are to be registered in the name of a person other than the holder, provide evidence to the Corporation of proper assignment and transfer of the surrendered certificates to the Corporation, including evidence of compliance with applicable securities laws and any applicable shareholder agreement in respect of the Corporation.

As soon as practicable, the Corporation will issue and deliver to the holder a certificate or certificates in such denominations as such holder of Series A Preferred Shares requests for the number of full Common Shares issuable upon the conversion of such Series A Preferred Shares, together with cash in respect of any fractional Common Shares issuable upon such conversion in accordance with paragraph (vii) below.

If some but not all of the Series A Preferred Shares represented by a certificate or certificates surrendered by a holder are converted, the Corporation will execute and deliver to or on the order

of the holder within three (3) days, at the expense of the Corporation, a new certificate representing the number of Series A Preferred Shares that were not converted.

The Corporation will pay any documentary, stamp, or similar issue or transfer tax due to the issue of the Common Shares upon conversion, unless the tax is the direct result of the request of a holder that the Common Shares be issued in a name other than the holder.

(vii) Fractional Shares

No fractional Common Shares will be issued upon conversion of Series A Preferred Shares. Instead of any fractional Common Shares that would otherwise be issuable upon conversion of Series A Preferred Shares, the Corporation will pay to the holder a cash adjustment in respect of such fraction in an amount equal to the same fraction of the market price per Common Share (as determined in a manner reasonably prescribed by the Board of Directors) at the time of conversion.

(e) Conversion Price

(i) Initial Conversion Price

The initial Conversion Price for a Series A Preferred Share is equal to the Initial Price for such Series A Preferred Share and remains in effect until it is adjusted in accordance with the other provisions of this paragraph (e).

(ii) Adjustments for Stock Splits

After the Issuance Date in respect of the Series A Preferred Shares, the Conversion Price is adjusted upon a Stock Split, automatically and simultaneously with the Stock Split, such that the Conversion Price is equal to the product obtained by multiplying the Conversion Price immediately before the Stock Split by a fraction (a) the numerator of which is the number of Common Shares outstanding immediately before the Stock Split; and (b) the denominator of which is the number of Common Shares outstanding immediately after the Stock Split. "Issuance Date" means the date on which the first Series A Preferred Shares are issued. "Stock Split" means (i) the issuance of Common Shares as a dividend or other distribution on outstanding Common Shares, or (ii) the subdivision of outstanding Common Shares into a greater number of Common Shares; or (iii) the consolidation of outstanding Common Shares into a smaller number of Common Shares.

(iii) Adjustments for Capital Reorganizations

If, following the Issuance Date in respect of the Series A Preferred Shares, the Common Shares are changed into the same or a different number of shares of any class or series of stock, whether by capital reorganization, reclassification or otherwise, the Corporation will provide each holder with the right to convert each Series A Preferred Share into the kind and amount of shares or other securities receivable upon such change that a holder of a number of Common Shares equal

to the number of Common Shares into which such Series A Preferred Share was convertible immediately prior to the change is entitled to receive upon such change.

(iv) **No Impairment**

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

(v) **Certificate as to Adjustments**

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

(vi) **Further Adjustment Provisions**

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

11. The issue, transfer or ownership of shares is/are not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No restrictions.

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

The board of directors of the Corporation may, without authorization of the shareholders of the Corporation, from time to time, in such amounts and upon such terms as it deems expedient:

- (i) borrow money upon the credit of the Corporation;**
- (ii) issue, re-issue, sell or pledge obligations of the Corporation, including, without limitation, bonds, debentures, notes or other similar obligations of the Corporation whether secured or unsecured;**
- (iii) give a guarantee on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and**
- (iv) charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired, real or personal, movable or immovable, tangible or intangible property of the Corporation, including, without limitation book debts, rights, powers, franchises and undertakings, to secure any present or future indebtedness, liabilities or other obligations of the Corporation.**

13. The corporation has complied with subsection 180(3) of the *Business Corporations Act*.
La société s'est conformée au paragraphe 180(3) de la *Loi sur les sociétés par actions*.

14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on.
Le maintien de la société en vertu des lois de la province de l'Ontario a été dûment autorisé en vertu des lois de l'autorité législative sous le régime de laquelle la société a été constituée ou fusionnée ou antérieurement maintenue le

2012/10/03

Year, Month, Day
année, mois, jour

15. The corporation is to be continued under the *Business Corporations Act* to the same extent as if it had been incorporated thereunder.
Le maintien de la société en vertu de la *Loi sur les sociétés par actions* a le même effet que si la société avait été constituée en vertu de cette loi.

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

PIVOT TECHNOLOGY SOLUTIONS, INC.

Name of Corporation / Dénomination sociale de la société

By / Par


Signature / Signature

DOUGLAS M. STUVE

Print name of signatory / Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

These articles must be signed by a director or officer of the corporation (e.g. president, secretary).
Ces statuts doivent être signés par un administrateur ou un dirigeant de la société (p. ex. : président, secrétaire).