

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
LOC8 CORP.	2714620	2020	12	17
2774951 ONTARIO LIMITED	2774951	2020	12	17

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.

NONE

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 :

An unlimited number of 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 :

N/A

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 :

No securities of the Corporation, other than non-convertible debt securities, if any, shall be transferred without (i) the express approval of the board of directors of the Corporation, to be signified by a resolution duly passed at a meeting of the board of directors or by instrument or instruments in writing signed by all of the directors, or (ii) the express approval of the shareholders of the Corporation entitled to vote at a meeting, to be signified by a resolution duly passed at a meeting of the shareholders or by instrument or instruments in writing signed by all of the shareholders.

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

NONE

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.**

LOC8 CORP.

Names of Corporations / Dénomination sociale des sociétés

By / Par

	Rahul Kushwah	CEO
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

2774951 ONTARIO LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par

	Richard Sutin	President
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

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LOC8 CORP.

Names of Corporations / Dénomination sociale des sociétés:

By / Par

	Rahul Kushwah	CEO
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

2774951 Ontario Limited

Names of Corporations / Dénomination sociale des sociétés:

By / Par

	Richard Sutin	President
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés:

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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-1"

STATEMENT OF DIRECTOR OR OFFICER OF

LOC8 CORP.
(the "Corporation")

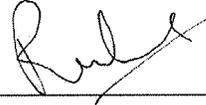
PURSUANT TO SUBSECTION 178(2) OF THE *BUSINESS
CORPORATIONS ACT* (ONTARIO) (the "Act")

WHEREAS the Corporation and 2774951 Ontario Limited wish to amalgamate and continue as one corporation (the "Amalgamated Corporation") pursuant to Section 175 of the Act;

AND WHEREAS the undersigned is required to make the following statements in connection with the said amalgamation;

1. The undersigned is a director of the Corporation.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the Amalgamated Corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the Amalgamated Corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED as of the 17th day of December, 2020.



Rahul Kushwah

SCHEDULE "A-2"

STATEMENT OF DIRECTOR OR OFFICER OF

2774951 ONTARIO LIMITED

(the "Corporation")

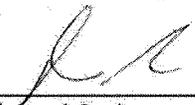
**PURSUANT TO SUBSECTION 178(2) OF THE *BUSINESS
CORPORATIONS ACT* (ONTARIO) (the "Act")**

WHEREAS the Corporation and Loc8 Corp. wish to amalgamate and continue as one corporation (the "Amalgamated Corporation") pursuant to Section 175 of the Act;

AND WHEREAS the undersigned is required to make the following statements in connection with the said amalgamation;

1. The undersigned is a director of the Corporation.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the Amalgamated Corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the Amalgamated Corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED as of the 17th day of December, 2020.



Richard Sutin

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the 17th day of December, 2020 by and among Aylen Capital Inc. ("**Aylen**"), 2774951 Ontario Limited ("**Newco**") and Loc8 Corp. ("**Loc8**").

WHEREAS Newco and Loc8 are each incorporated under the OBCA (as hereinafter defined);

AND WHEREAS Newco is a wholly owned subsidiary of Aylen;

AND WHEREAS Newco and Loc8 propose to amalgamate and continue as one corporation pursuant to the OBCA upon the terms and subject to the conditions hereinafter set out; and

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

1. Definitions.

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"**Aylen Option Plan**" means the stock option plan of Aylen;

"**Aylen Shares**" means the common shares in the capital of Aylen;

"**Acquisition Agreement**" means the Acquisition Agreement dated September 2nd, 2020 between the parties hereto;

"**Agreement**" means this agreement as the same may be amended, modified or supplemented from time to time;

"**Amalco Shares**" means the common shares in the capital of the Amalgamated Corporation;

"**Amalgamated Corporation**" means the corporation resulting from the Amalgamation;

"**Amalgamation**" means the amalgamation of Newco and Loc8 contemplated by this Agreement;

"**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario or the City of Toronto;

"**Certificate of Amalgamation**" means the articles of amalgamation endorsed with a certificate by the Director in respect of the Amalgamation;

"**Director**" means the Director appointed under Section 278 of the OBCA;

"**Effective Date**" means the date of the Certificate of Amalgamation;

"**Exchange**" means the CSE;

"**Fundamental Change**" means the Amalgamation and the other transactions provided for herein;

"**Loc8 Shares**" means all of the shares in the capital of Loc8 outstanding at the Time of Closing;

"**Loc8 Subscription Receipts**" means the subscriptions receipts of Loc8 issued to the subscribers under the Private Placement, with each Subscription Receipt automatically converted into a Loc8 Share immediately prior to the completion of the Amalgamation;

"**Meeting**" means the meeting of shareholders of Loc8 held on December 17, 2020 to, among other things, consider and approve the Amalgamation;

"**Newco Shares**" means the common shares in the capital of Newco;

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended;

"**Private Placement**" means the private placement of Loc8 Subscription Receipts for minimum gross proceeds of a minimum of \$1,000,000 at an issue price of \$0.30 per Subscription Receipt;

"**Registrar and Transfer Agent**" means Computershare Trust Company of Canada, and any other Person which may be appointed as registrar and transfer agent of Aylen as applicable, from time to time;

"**Resulting Issuer**" means Aylen as it exists upon completion of the Amalgamation to be known as "DeepSpatial Inc.", or such other name determined by the board of directors of the Resulting Issuer;

"**Resulting Issuer Securities**" means the Resulting Issuer Shares;

"**Resulting Issuer Shares**" means the common shares of the Resulting Issuer including those issued upon the Amalgamation;

"**Share Exchange Ratio**" means one (1) Aylen common share for each Loc8 Share;

"**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

2. Amalgamation.

Newco and Loc8 hereby agree to amalgamate and continue as one corporation under the provisions of the OBCA on the date first above written upon the terms and subject to the conditions hereinafter set out.

3. Name.

The name of the Amalgamated Corporation shall be "DeepSpatial (Ontario) Inc."

4. Registered Office.

The registered office of the Amalgamated Corporation shall be located at 77 King Street West, Suite 3000, Toronto, Ontario, M5K 1G8.

5. Authorized Capital.

The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of Amalco Common Shares. The rights, privileges, restrictions and conditions attaching to the Amalco Shares are set forth in Schedule 1 to this Agreement.

6. Restrictions on Shares.

There are no restrictions on the issue, transfer or ownership of Amalco Shares set out in the Certificate of Amalgamation.

7. Directors.

The board of directors of the Amalgamated Corporation shall consist of a minimum of one director and a maximum of ten directors. The number of directors of the Amalgamated Corporation and the number of directors to be elected at the annual meeting of the shareholders of the Amalgamated Corporation or by the signing of a resolution in lieu thereof, until changed in accordance with the OBCA, shall be two (2).

8. First Directors.

The name and address of each of the first directors of the Amalgamated Corporation shall be as follows:

Name	Address
Rahul Kushwah	77 King Street West, Suite 3000, Toronto, Ontario M5K 1G8
Sheldon Kales	77 King Street West, Suite 3000, Toronto, Ontario M5K 1G8

Each of the said first directors shall hold office until the first annual meeting of the shareholders of the Amalgamated Corporation, or until a successor is elected or appointed. The subsequent directors shall be elected in accordance with the provisions of the OBCA. The affairs and business of the Amalgamated Corporation shall be under the management of the board of directors of the Amalgamated Corporation from time to time, subject to the provisions of the OBCA.

9. Business.

There shall be no restrictions on the business which the Amalgamated Corporation is authorized to carry on or on the powers which the Amalgamated Corporation may exercise.

10. Entitlements on Amalgamation.

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation,

- (a) Resulting Issuer Shares shall be issued to Loc8 Shareholders in exchange for the delivery to Aylen of all of the issued and outstanding Loc8 Shares, including the Loc8 Shares to be issued on conversion of the Loc8 Subscription Receipts (except for Loc8 Shares held by holders that have validly exercised their dissent rights in connection with the Meeting). The aggregate number of Resulting Issuer Shares to be issued in exchange for the issued and outstanding Loc8 Shares shall be determined by multiplying the number of Loc8 Shares issued and outstanding at the time of Closing by the Share Exchange Ratio. No fractional Resulting Issuer Shares will be issued. To the extent any Loc8 Shareholder would otherwise be entitled to receive a fractional number of Resulting Issuer Shares on Closing of the Amalgamation, the number of Resulting Issuer Shares to be issued to such Loc8 Shareholder shall be rounded to the nearest whole Resulting Issuer Share; and
- (b) each issued and outstanding Newco Share will be converted into one (1) Amalco Common Share and each Newco Share will be cancelled without reimbursement of the capital in respect thereof.

Loc8 Shares held by holders who have validly exercised their dissent rights in connection with the applicable shareholder resolution to approve the Amalgamation in accordance with the OBCA will not be exchanged pursuant to this Section 10. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to the OBCA or forfeits its right to make a claim under the OBCA or if its rights as a shareholder of Loc8 are otherwise reinstated, the Loc8 Shares held by such holders shall thereupon be deemed to have been exchanged as of the time of the Amalgamation in accordance with this Section.

11. Certificates

At the time of Amalgamation:

- (a) the registered holders of Loc8 Shares shall cease to be holders Loc8 Shares, and shall be deemed to be registered holders of Resulting Issuer Shares to which they are entitled in accordance with Section 10 hereof, all certificates evidencing Loc8 Shares shall be null and void, and on or after the effective time of the Amalgamation, subject to the provisions of any escrow requirement, if applicable, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Shares to which they are so entitled and/or register the holders thereof and

- (b) notwithstanding the foregoing, all certificates representing Loc8 Shares held by persons who have validly exercised their dissent rights in connection with the Meeting shall represent only the right to receive fair value of the Loc8 Shares formerly represented by such certificates in accordance with the OBCA.

12. Stated Capital.

The stated capital in respect of the Amalco Common Shares will be equal to the aggregate stated capital of the Newco Shares and the Loc8 Shares immediately prior to the Amalgamation.

13. By-laws.

The by-laws of Loc8 shall be the by-laws of the Amalgamated Corporation with such amendments thereto as may be necessary to give effect to this Agreement until repealed, amended, altered or added to.

14. Articles of Amalgamation.

Upon the shareholders of Loc8 and the shareholder of Newco approving, by special resolution, the Amalgamation, this Agreement and any variations thereof, and provided that the conditions to the completion of the Amalgamation specified herein and in the Acquisition Agreement have then been satisfied or waived, Newco and Loc8 shall jointly file, in duplicate, with the Director, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the OBCA.

15. Amendment.

This Agreement may at any time and from time to time before or after the holding of the Meeting be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation, change the time for performance of any of the obligations or acts of the parties hereto or waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; provided that no such amendment shall change the provisions hereof regarding the consideration to be received by shareholders of Loc8 in exchange for their Loc8 Shares without approval by the Loc8 shareholders given in the same manner as required for the approval of the Amalgamation.

16. Termination.

Subject to the terms of the Acquisition Agreement, this Agreement may be terminated by a resolution passed by the directors of Newco, Aylene or Loc8 at any time before the issue of the Certificate of Amalgamation, notwithstanding the approval of this Agreement by the shareholders of either or both of Newco and Loc8. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.

17. Further Assurances.

Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

18. Time of Essence.

Time shall be of the essence of this Agreement.

19. Binding Effect.

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

20. Assignment.

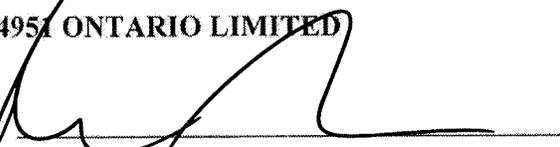
No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

2774951 ONTARIO LIMITED

Per: 

Name: Richard Sutin

Title: President

I have authority to bind the Corporation

AYLEN CAPITAL INC.

Per: 

Name: Richard Sutin

Title: Chief Executive Officer

I have authority to bind the Corporation

LOC8 CORP.

Per: _____

Name: Rahul Kushwah

Title: President

I have authority to bind the Corporation

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

2774951 ONTARIO LIMITED

Per: _____

Name: Richard Sutin

Title: President

I have authority to bind the Corporation

AYLEN CAPITAL INC.

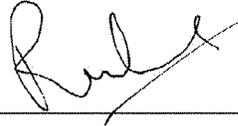
Per: _____

Name: Richard Sutin

Title: Chief Executive Officer

I have authority to bind the Corporation

LOC8 CORP.

Per: _____ 

Name: Rahul Kushwah

Title: President

I have authority to bind the Corporation