

EARLY WARNING REPORT
Form 62-103F1

Required Disclosure under the Early Warning Requirements

Item 1 - Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

The designation of securities to which this report relates is a second amended and restated convertible loan agreement dated October 19, 2023 (the "Amended & Restated Loan Agreement") between Beedie Investments Ltd. (the "Acquiror") and Metalla Royalty & Streaming Ltd. (the "Company"), whose head office is located at 543 Granville Street, Suite 501, Vancouver, British Columbia V6C 1X8, and the common shares of the Company (the "Common Shares").

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

The transactions that triggered the requirement to file this Report did not occur on a stock exchange or other securities market. Refer to Item 2.2 below.

Item 2 - Identity of the Acquiror

2.1 State the name and address of the acquiror.

Beedie Investments Ltd.
Suite 900 - 1111 West Georgia St.
Vancouver, BC
V6E 4M3

The Acquiror is a corporation incorporated under the *Business Corporations Act* (British Columbia), with its head office located at the address above. Its principal business is holding investments.

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On December 1, 2023, the Company and Nova Royalty Corp ("Nova") announced the completion of a business combination transaction (the "Transaction") whereby Metalla acquired all of the issued and outstanding common shares of Nova pursuant to a court-approved plan of arrangement under the *Business Corporations Act* (British Columbia). Upon closing of the Transaction, the Amended and Restated Loan Agreement between the Acquiror and the Company became effective, pursuant to which the parties agreed to amend the terms of the existing convertible loan agreement (the "Company Convertible Loan") between the Acquiror and the Company (the "Loan Facility").

Pursuant to the Amended & Restated Loan Agreement, the parties agreed as follows:

- i. to increase the existing Loan Facility from \$25.0 million to \$50.0 million;
- ii. to drawdown the following amount (the "Initial Advance"):

- \$16.4 million (convertible at a conversion price of \$6.00 per Common Share), to refinance the \$4.2 million principal outstanding under the Company Convertible Loan as at the time of the closing of the Transaction and the \$12.2 million principal outstanding under the existing convertible loan agreement between the Acquiror and Nova (the “Nova Convertible Loan”);
 - \$2.7 million, being the aggregate interest and fees outstanding under the Nova Convertible Loan and the Company Convertible Loan as at the time of the closing of the Transaction, with the amount of interest convertible at the market price of a Common Share on the TSX Venture Exchange as of the date of Conversion and unpaid fees shall not be convertible into common shares of the Company.
 - an amendment fee of approximately \$0.1 million payable to the Acquiror; and
 - certain expenses of the Acquiror;
- iii. interest on the principal will accrue at a rate of 10.0% per annum;
 - iv. for an eighteen-month period from the close of the Transaction, accrued interest will be capitalized and added to the principal amount, and thereafter, at the Company’s election, 2.0% per annum of the interest accruing on the principal will be capitalized and added to the principal amount;
 - v. the standby fee (1.5% per annum), the commitment fee (1% on any subsequent advance (not payable on the Initial Drawdown)), the make whole fee (entitling the Acquiror to earn a minimum of 12 months of interest on each advance made) and the default interest rate (14% per annum) remain the same; and
 - vi. existing security arrangements have been updated to reflect security to be provided by Nova and its subsidiaries for the Amended and Restated Convertible Loan Agreement, along with updated security arrangements at the Company to reflect developments in its business.

Pursuant to the terms of an equity placement of 2,835,539 subscription receipts of the Company (the “Subscription Receipts”) completed by the Acquiror on October 20, 2023 (the “Equity Investment”), the aforementioned 2,835,539 Subscription Receipts converted automatically into 2,835,539 Common Shares upon closing of the Transaction, without additional consideration or further action by the Acquiror (the “Subscription Receipt Conversion”).

Furthermore, in connection with closing of the Transaction, the Acquiror acquired an additional 3,627,237 Common Shares (the “Nova Converted Shares”), as the Acquiror was an existing shareholder of Nova.

2.3 State the names of any joint actors.

Not applicable.

Item 3 - Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror’s securityholding percentage in the class of securities.

See Item 2.2.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

The Acquiror acquired ownership over the securities that triggered the requirement to file this report. See Item 2.2

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately prior to the close of the Transaction, and assuming (i) conversion in full of the Initial Advance into Common Shares at \$6.00 per Common Share, as well as the accrued and unpaid interest and fees outstanding under the Nova Convertible Loan and the Company Convertible Loan as at the time of the closing of the Transaction of \$2.7 million at \$4.44 per Common Share (being the closing price of the Common Shares on the TSX Venture Exchange as at December 1, 2023) (the "Loan Convertible Amount"), in each case in accordance with the terms of the Amended and Restated Loan Agreement; and (ii) conversion in full of the Subscription Receipts, the Acquiror, directly or indirectly, owned or controlled a total of 8,420,403 Common Shares, representing approximately 14.27% of the issued and outstanding Common Shares as of the date of this report on a partially diluted basis.

Immediately following the close of the Transaction, completion of the Subscription Receipt Conversion and receipt by the Acquiror of the Nova Conversion Shares pursuant to completion of the Transaction, and assuming (i) conversion in full of the Loan Convertible Amount, the Acquiror, directly or indirectly, would own or control a total of 12,047,640 Common Shares, representing approximately 12.86% of the issued and outstanding Common Shares as of the date of this report on a partially diluted basis.

Subsequent to the close of the Transaction, completion of the Subscription Receipt Conversion and receipt by the Acquiror of the Nova Conversion Shares pursuant to completion of the Transaction, and assuming conversion in full of the entire Loan Facility into Common Shares in accordance with the terms of the Amended & Restated Loan Agreement (assuming that all subsequent advances under the Loan Facility are converted into Common Shares at a conversion price of \$4.87 per share, representing a 20% premium above \$4.06 per share, being the 30-trading VWAP of the Common Shares on the TSX Venture Exchange as of December 1, 2023, the Acquiror, directly or indirectly, would own or control a total of 18,389,980 Common Shares, representing approximately 18.39% of the issued and outstanding Common Shares as of the date of this report on a partially diluted basis. The actual number of Common Shares issuable pursuant to the conversion of any subsequent advances under the Loan Facility will depend upon the 30-day VWAP of the Common Shares on the TSX Venture Exchange.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.3 over which

- (a) **the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.4.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

See Items 2.2 and 3.3.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item 4 - Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

See Item 3.1 above.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

See Item 3.1 above.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

See Item 3.1 above.

Item 5 - Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer's business or corporate structure;**
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

The Acquiror currently has no plans or intentions that relate to or would result in any of the items listed in terms (a) to (k) above. All of the securities held by the Acquiror in the Company, including the Common Shares, are being held for investment purposes. The Acquiror may in the future take such actions in respect

of its Company securityholdings as it deems appropriate in light of the market circumstances then existing, including the potential purchase of additional shares of the Company through open market purchases or privately negotiated transactions, or the sale of all or a portion of such holdings in the open market or in privately negotiated transactions to one or more purchasers, or the Acquiror may continue to hold its current positions.

Item 6 - Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

Item 7 - Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 - Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 - Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The Acquiror certifies that the statements made in this report are true and complete in every respect.

Dated this 1st day of December, 2023.

Beedie Investments Ltd.

By: "Ryan K. Beedie"

Name: Ryan K. Beedie

Title: President