

MERGER AGREEMENT

THIS MERGER AGREEMENT is dated effective as of October 16, 2024,

BETWEEN:

MATADOR GOLD TECHNOLOGIES INC., a corporation existing under the laws of Ontario, Canada

("Matador")

AND:

SCALING CAPITAL 1 CORP., a corporation existing under the laws of Alberta, Canada

("SCC")

WHEREAS:

- A. SCC and Matador are parties to the Letter of Intent;
- B. SCC wishes to acquire all of the issued and outstanding securities of Matador pursuant to the Plan of Arrangement (as defined herein);
- C. at the Effective Time, among other things, the outstanding Matador Shares will be exchanged for SCC Post-Consolidation Shares in accordance with the provisions of this Agreement and the Plan of Arrangement; and
- D. the Arrangement is intended to constitute the Qualifying Transaction of SCC pursuant to the policies of the TSXV and result in the listing of the Resulting Issuer Shares on the TSXV.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms will have the meanings hereinafter set forth:

- (a) "**1933 Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.
- (b) "**1934 Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.
- (c) "**3(a)(10) Securities**" means the SCC Post-Consolidation Shares, SCC Options, SCC Options, SCC PSUs and SCC RSUs issuable to Matador Securityholders pursuant to the Arrangement.
- (d) "**ABCA**" means the *Business Corporations Act* (Alberta).

- (e) **"Agreement"** means this merger agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties.
- (f) **"Alternative Transaction"** means, other than (i) in connection with the transactions contemplated in this Agreement, including, but not limited to, the Arrangement and Concurrent Financing; (ii) the grant or exercise of any equity compensation securities of Matador, whether currently outstanding or following the date of this Agreement; or (iii) the exercise of convertible securities of SCC outstanding as of the date hereof, any transaction resulting in, or offer, proposal or inquiry relating to, or any Person's indication of interest in: (I) the sale, license, disposition, or acquisition of all or a material portion of the business or Assets of Matador, or SCC; (II) the issuance, disposition, or acquisition by any of Matador or SCC of (A) any capital stock or other equity security of Matador or SCC, (B) any subscription, option, call, warrant, preemptive rights, right of first refusal, or any other right (whether or not exercisable) to acquire any capital stock or other equity security of Matador or SCC, or (C) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of Matador or SCC; or (III) any merger, consolidation, business combination, reorganization, or similar transaction involving Matador or SCC.
- (g) **"Arrangement"** means an arrangement pursuant to section 182 of the OBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made (i) in accordance therewith or herewith; (ii) at the direction of the Court either in the Interim Order or the Final Order (with the consent of both of Matador and SCC, each acting reasonably); or (iii) with the consent of both Matador and SCC, each acting reasonably.
- (h) **"Arrangement Resolution"** means the special resolution of Matador Shareholders passed at the Matador Meeting approving the Arrangement in substantially the form appended at Schedule "B" hereto.
- (i) **"Articles of Arrangement"** means the articles of arrangement of Matador in respect of the Arrangement, to be sent to the Director in Ontario pursuant to the OBCA after the Final Order is made, which shall be in form and substance satisfactory to Matador and SCC, each acting reasonably.
- (j) **"Assets"** means, with respect to a Party, all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, used, owned or leased by or in the possession of such Party.
- (k) **"Associate"** has the meaning ascribed thereto in the Securities Act.
- (l) **"Authorizations"** means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Governmental Authority, regulatory agency or self-regulatory organizations required by Matador or SCC in connection with the completion of the Arrangement and the transactions contemplated by this Agreement.
- (m) **"Board Lot"** has the meaning ascribed thereto in Policy 1.1.
- (n) **"Books and Records"** means all books and records of Matador or SCC, as applicable, and all copies of Material Contracts, deeds or instruments, evidence of ownership and

other material documents relating to and used or held for use by either SCC, or Matador in connection with its Assets or the Business, as applicable, whether in print, stored electronically or otherwise.

- (o) "**Broker Warrants**" means the broker warrants issued by Matador to such finders as Matador and/or SCC may agree pursuant to the Concurrent Financing, each of which will entitle the holder thereof to acquire one Matador Share at an exercise price of \$0.50 each for a period of two years, or as Matador and SCC may otherwise agree;
- (p) "**Business**" means the business currently carried on, conducted and operated by Matador, as of the date of this Agreement, being the development and operation of a proprietary mobile application which allows users to buy and sell real gold instantly from their smartphones, with the added security and flexibility of an encrypted mobile application.
- (q) "**Business Day**" means any day other than a Saturday or Sunday or a statutory or civic holiday in the cities of Calgary, Alberta or Toronto, Ontario.
- (r) "**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to section 183(2) of the OBCA.
- (s) "**Closing Documents**" has the meaning ascribed thereto in Section 8.1.
- (t) "**Concurrent Financing**" has the meaning ascribed thereto in Section 2.1.
- (u) "**Consents**" means all consents, approvals or other waivers, as applicable, from any party to any contracts, leases, licenses, permits, agreements or other arrangements that directly relate to the business of Matador or SCC, and that are necessary or advisable in connection with the execution of this Agreement, or the performance of any terms hereof or any document delivered pursuant hereto, or the completion of any of the transactions contemplated by this Agreement.
- (v) "**Constating Documents**" means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, notice of articles, by-laws or any other instrument pursuant to which a corporation, partnership, trust or other Person is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such Person's affairs, together with any amendments thereto.
- (w) "**Court**" means the Ontario Superior Court of Justice (Commercial List).
- (x) "**Director in Ontario**" means the Director appointed pursuant to Section 278 of the OBCA.
- (y) "**Disclosure Document**" means a document containing the information in respect of the Parties and the transactions contemplated by this Agreement in a form prescribed by TSXV to permit the Arrangement to constitute the Qualifying Transaction of SCC.
- (z) "**Dissent Rights**" means the rights of dissent exercisable by Matador Shareholders in respect of the Arrangement described in the Plan of Arrangement.
- (aa) "**Dissenting Matador Share**" means a Matador Share held by a Dissenting Shareholder.
- (bb) "**Dissenting Shareholder**" means a Matador Shareholder who validly exercises their Dissent Rights, and becomes entitled to receive, if the Arrangement is completed, the fair value of such Matador Shareholders' Dissenting Matador Shares, provided such Matador

Shareholder has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights or otherwise failed to comply with the requirements of the OBCA.

- (cc) **"Effective Date"** means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement.
- (dd) **"Effective Time"** means 12:01 a.m. (Toronto time) on the Effective Date or such other time on the Effective Date as may be agreed by SCC and Matador.
- (ee) **"Employment Agreements"** means any employment, consulting, severance pay, deferred compensation, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever.
- (ff) **"Encumbrances"** has the meaning ascribed in Section 3.1(x).
- (gg) **"Escrowed Shareholder"** means a holder of SCC Pre-Consolidation Shares, SCC Post-Consolidation Shares and/or Resulting Issuer Shares, as applicable, whose shares are subject to escrow in accordance with the policies of the TSXV.
- (hh) **"Final Order"** means the final order made after application to the Court, and after being informed of the intention to rely upon the exemption from registration pursuant to the Section 3(a)(10) Exemption in connection with the issuance of 3(a)(10) Securities in the United States, to approve the Arrangement, in form and substance acceptable to Matador and SCC, each acting reasonably, as such order may be amended by the Court at any time prior to the Effective Date (with the consent of both Matador and SCC, each acting reasonably) or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of both Matador and SCC, each acting reasonably) on appeal.
- (ii) **"General Authority"** has the meaning ascribed in Schedule B.
- (jj) **"Governmental Authority"** means any foreign, national, provincial, local, or state government, any political subdivision or any governmental, judicial, public, or statutory instrumentality, court, tribunal, agency, including those pertaining to health, safety, or the environment, authority, body, or entity, or other regulatory bureau, authority, body, or entity, having legal jurisdiction over the activity or Person in question, and for greater certainty includes the TSXV.
- (kk) **"IFRS"** means the International Financial Reporting Standards issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee.
- (ll) **"Indemnification Claim"** has the meaning ascribed to it in Section 9.4.
- (mm) **"Indemnifying Parties"** has the meaning ascribed in Section 9.1.
- (nn) **"Indemnitees"** has the meaning ascribed in Section 9.1.
- (oo) **"Intellectual Property"** means all intellectual property rights, both statutory and common law rights, if applicable, including: (i) copyrights, registrations and applications for registration thereof; (ii) trademarks, service marks, trade names, brand names, corporate names, slogans, domain names, logos, trade dress, and other identifiers of source or goodwill, and registrations and applications of registrations thereof; (iii) patents, as well as any re-issued and re-examined patents and extensions corresponding to the patents and any patent applications, as well as any related continuation, continuation in part and

divisional applications and patents issuing therefrom; (iv) trade secrets and confidential information, including, rights in software, ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable; and (v) any rights in databases;

- (pp) **"Intellectual Property Rights"** has the meaning ascribed in Section 3.1(oo).
- (qq) **"Interim Order"** means the interim order made after application to the Court, and after being informed of the intention to rely upon the exemption from registration pursuant to Section 3(a)(10) Exemption in connection with the issuance of 3(a)(10) Securities in the United States, in form and substance acceptable to Matador and SCC, each acting reasonably, containing declarations and directions in respect of the notice to be given in respect of, and the conduct of, the Matador Meeting and the Arrangement, as such order may be amended, supplemented or varied by the Court (with the consent of both Matador and SCC, each acting reasonably).
- (rr) **"Law"** means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.
- (ss) **"Letter of Intent"** means the letter of intent dated August 8, 2024, between SCC and Matador contemplating the Arrangement and the other transactions contemplated by this Agreement.
- (tt) **"Lien"** means any mortgage, hypothec, lien, security interest, lease, option, right of third parties or other charge or encumbrance whatsoever, including the lien or retained title of a conditional vendor and any easement, right of way or other encumbrance on title to real property, and any agreement, option, right or privilege, (whether by law, contract or otherwise) capable of becoming any of the foregoing.
- (uu) **"Losses"** means actual out of pocket losses (other than loss of profits), damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that **"Losses"** does not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.
- (vv) **"Matador Balance Sheet"** has the meaning ascribed thereto in Section 3.1(ee)(i).
- (ww) **"Matador Disclosure Letter"** means the letter dated the date of this Agreement from Matador to SCC delivered concurrently with this Agreement.
- (xx) **"Matador Financial Statements"** means the audited financial statements of Matador as at and for the financial year ended October 31, 2023, the unaudited interim financial statements of Matador as at and for the nine months ended July 31, 2024, and such other financial statements of Matador that may be reasonably required in order to permit the TSXV to approve the Arrangement and to facilitate the completion of the Arrangement.
- (yy) **"Matador Material Contracts"** has the meaning ascribed in Section 3.1(II).
- (zz) **"Matador Meeting"** has the meaning ascribed thereto in Section 2.2.
- (aaa) **"Matador Meeting Notice"** has the meaning ascribed thereto in Section 2.2.

- (bbb) **"Matador Options"** means the incentive stock options of Matador listed in the Matador Disclosure Letter.
- (ccc) **"Matador PSUs"** means the performance share units of Matador listed in the Matador Disclosure Letter.
- (ddd) **"Matador RSU Plan"** means the current restricted share unit plan of Matador.
- (eee) **"Matador RSUs"** means the restricted share units of Matador listed in the Matador Disclosure Letter.
- (fff) **"Matador Securityholders"** means the holders of Matador Shares, Matador RSUs, Matador PSUs and Matador Options, collectively, immediately prior to the Effective Time, including any holders of Matador Shares received in connection with the Concurrent Financing; and **"Matador Securityholder"** will mean any of the Matador Securityholders.
- (ggg) **"Matador Shareholders"** means the holders of Matador Shares, immediately prior to the Effective Time, including any holders of Matador Shares received in connection with the Concurrent Financing; and **"Matador Shareholder"** will mean any of the Matador Shareholders.
- (hhh) **"Matador Shares"** means the common shares without par value in the capital of Matador.
- (iii) **"Matador Stock Option Plan"** means the current stock option plan of Matador.
- (jjj) **"Material Adverse Change"** means any change (or any condition, event or development involving a prospective change) in the business, operations, affairs, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, financial condition, prospects, licenses, permits, rights or privileges, of a corporation or any of its subsidiaries which could reasonably be expected to materially and adversely affect such corporation and its subsidiaries taken as a whole.
- (kkk) **"Material Contract"** means (A) in relation to Matador, any contract or agreement to which Matador will, or may be reasonably expected to, result in a requirement of Matador to expand more than an aggregate of \$100,000 or receive or be entitled to receive revenue of more than \$100,000 in either case in the next 12 months, or is otherwise material to the business of Matador, or is out of the ordinary course of business of Matador, and (B) in relation to SCC, the contracts and agreements filed as material contracts on SCC's SEDAR+ profile and forming part of the SCC Public Disclosure Record.
- (lll) **"material fact", "material change" and "misrepresentation"** have the meaning ascribed thereto in the Securities Act.
- (mmm) **"MI 61-101"** means Multilateral Instrument 61-101.
- (nnn) **"Name Change"** has the meaning ascribed thereto in Section 2.10.
- (ooo) **"Name Change Resolution"** means the resolutions of the SCC Shareholders authorizing the Name Change.
- (ppp) **"New Plans"** means, collectively, the aggregate 20% fixed equity incentive plans of SCC to be adopted by SCC, in form and substance acceptable to Matador.
- (qqq) **"OBCA"** means the *Business Corporations Act* (Ontario).

- (rrr) **"Omnibus Plan Resolution"** means the resolutions of the SCC Shareholders (i) ratifying the adoption of the New Plans; and (ii) authorizing the grant of any equity compensation securities thereunder as may be required by the TSXV, in each case subject to the completion of the Arrangement.
- (sss) **"Other Party"** means Matador in relation to SCC, and SCC in relation to Matador.
- (ttt) **"Outside Date"** means December 2, 2024, or such later date as may be agreed upon in writing by Matador and SCC, subject to receipt of any TSXV approvals required to close the Arrangement that are not within the control of the Parties provided that the Parties continue to act in good faith and as expeditiously as possible to obtain all such TSXV approvals as soon as possible and such TSXV approvals can be reasonably obtained.
- (uuu) **"Party"** means a party to this Agreement and **"Parties"** means two or more of them, collectively.
- (vvv) **"Permit"** means any license, permit, approval, qualification, clearance, certificate, consent, order, grant, approval, classification, registration, flagging or other authorization of and from any Governmental Authority.
- (www) **"Person"** includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status.
- (xxx) **"Plan of Arrangement"** means a plan of arrangement substantially in the form and content of Schedule "A" attached hereto and any amendment or variation thereto made in accordance with the terms thereof or hereof.
- (yyy) **"Policy 1.1"** means TSXV Corporate Finance Policy 1.1 – *Interpretation*.
- (zzz) **"Policy 2.1"** means TSXV Corporate Finance Policy 2.1 – *Initial Listing Requirements*.
- (aaaa) **"Policy 2.4"** means TSXV Corporate Finance Policy 2.4 – *Capital Pool Companies*.
- (bbbb) **"Proceeding"** means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.
- (cccc) **"Public Shareholder"** has the meaning ascribed thereto in Policy 1.1.
- (dddd) **"Qualifying Transaction"** has the meaning ascribed thereto in Policy 2.4.
- (eeee) **"Representative"** means, as to any Party, such Party's subsidiaries and affiliates and its directors, officers, employees, agents and advisors (including without limitation, financial advisors, counsel and accountants).
- (ffff) **"Resulting Issuer"** means SCC immediately after the Effective Time.
- (gggg) **"Resulting Issuer Shares"** means SCC Post-Consolidation Shares as they are constituted immediately after the Effective Time.
- (hhhh) **"SCC Arrangement Voting Support Agreements"** means the voting support agreements dated as of the date hereof between Matador and each of the officers and directors of SCC.

- (iii) **"SCC Balance Sheet"** has the meaning ascribed thereto in Section 3.2(dd)(i).
- (jjjj) **"SCC Board Resolution"** means the resolutions of the SCC Shareholders (i) increasing the size of the board of directors of SCC to four directors; (ii) appointing the proposed directors of the Resulting Issuer in accordance with Section 2.8; and (iii) appointing a new auditor determined by Matador, in each case, subject to the completion of the Arrangement and with effect as of the Effective Time.
- (kkkk) **"SCC Broker Warrants"** means agent compensation options of SCC.
- (llll) **"SCC Consolidation"** means the consolidation of all of the issued and outstanding SCC Pre-Consolidation Shares on the basis of one SCC Post-Consolidation Share for every 2.2727 SCC Pre-Consolidation Shares.
- (mmmm) **"SCC Consolidation Resolution"** means the resolutions of the SCC Shareholders authorizing the SCC Consolidation.
- (nnnn) **"SCC Continuance"** means the continuance of SCC from the Province of Alberta to the Province of Ontario to be governed by the OBCA.
- (oooo) **"SCC Continuance Resolution"** means the resolutions of the SCC Shareholders authorizing the SCC Continuance.
- (pppp) **"SCC Financial Statements"** means SCC's audited financial statements as at and for the financial years ended December 31, 2023, and 2022, and the interim financial statements of SCC for the six month period ended June 30, 2024, and such other financial statements of SCC that may be reasonably required in order to permit the TSXV to approve the Arrangement and to facilitate the completion of the Arrangement.
- (qqqq) **"SCC Material Contracts"** has the meaning ascribed in Section 3.2(hh).
- (rrrr) **"SCC Meeting"** has the meaning ascribed thereto in Section 2.3.
- (ssss) **"SCC Meeting Notice"** has the meaning ascribed thereto in Section 2.3.
- (tttt) **"SCC Option Plan"** means the incentive stock option plan of SCC in effect as of the date hereof.
- (uuuu) **"SCC Options"** means incentive stock options of SCC.
- (vvvv) **"SCC Post-Consolidation Shares"** means the common shares in the capital of SCC immediately following the SCC Consolidation.
- (wwww) **"SCC Pre-Consolidation Shares"** means the common shares in the capital of SCC as constituted as of the date hereof and prior to the SCC Consolidation.
- (xxxx) **"SCC PSUs"** means the performance share units of SCC.
- (yyyy) **"SCC Public Disclosure Record"** means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by applicable Laws to be filed by or on behalf of SCC on SEDAR+.
- (zzzz) **"SCC RSUs"** means the restricted share units of SCC.

- (aaaaa) "**SCC Shareholders**" means the registered holders of SCC Pre-Consolidation Shares or SCC Post-Consolidation Shares, as applicable, and "**SCC Shareholder**" will mean any of the SCC Shareholders.
- (bbbbb) "**SCC Voting Support Agreements**" means the voting support agreements to be entered into between Matador and each of the Escrowed Shareholders, in form and substance acceptable to Matador acting reasonably, providing that such Escrowed Shareholders shall vote their Resulting Issuer Shares, which are subject to escrow in accordance with the policies of the TSXV, in favour of all matters recommended by management of the Resulting Issuer for approval at a meeting of the holders of Resulting Issuer Shares, until the earlier of (A) two years from the Effective Date; and (B) the date that such Resulting Issuer Shares are released from escrow.
- (ccccc) "**SEC**" means the United States Securities Exchange Commission.
- (dddd) "**Section 3(a)(10) Exemption**" shall have the meaning ascribed thereto in Section 2.11.
- (eeee) "**Securities Act**" means the *Securities Act* (Ontario).
- (ffff) "**SEDAR+**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators available at www.sedarplus.ca.
- (ggggg) "**Seed Round Subscribers**" means the holders of Matador Shares which were initially issued from treasury at a price of (i) \$0.25 per share on January 14, 2022; and (ii) \$0.50 per share on March 25, 2022, and April 1, 2022, respectively.
- (hhhhh) "**Tax**" or, collectively, "**Taxes**" means any and all federal, state, provincial, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, taxable income, profits, sales, use and occupation, and value added, ad valorem, goods and services, employer health, capital gains, transfer, franchise, withholding, payroll, recapture, employment, excise, capital, lease, service, license, severance, stamp, occupation, premium, environmental, windfall profit and property taxes, customs, duties and other taxes, governmental fees and other like assessments or charges of any kind whatsoever, including Canada Pension Plan or provincial pension plan premiums and employment insurance payments, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.
- (iiii) "**Tax Return**" means all returns, information returns, reports, declarations, elections, notices, filings, forms, statements and other documents and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes.
- (jjjj) "**Transfer Agent**" means Odyssey Trust Company, the transfer agent and registrar for the Matador Shares and the SCC Pre-Consolidation Shares and the proposed transfer agent and registrar for the Resulting Issuer Shares.
- (kkkkk) "**TSXV**" means the TSX Venture Exchange.
- (llll) "**U.S. Securities Laws**" means the 1933 Act, the 1934 Act and any applicable U.S. state securities laws.

(mmmmm) **"Working Capital"** means the current assets of a Party minus its current liabilities, as calculated in accordance with IFRS.

1.2 Schedules

This Agreement contains the following schedules, which form an integral part of this Agreement:

Schedule A: Plan of Arrangement

Schedule B: Arrangement Resolution

Schedule C: List of SCC Convertible Securities

1.3 Disclosure Letter

Matador has provided the Matador Disclosure Letter to SCC, which forms an integral part of this Agreement. The purpose of the Matador Disclosure Letter is to set out qualifications, exceptions and other information called for in this Agreement. The Matador Disclosure Letter is considered to be confidential information. If a matter is said to be set out, disclosed, listed, described or reflected in a particular Schedule to a Matador Disclosure Letter, it is deemed to have been sufficiently disclosed to the Parties for all purposes if such matter is fully and plainly described in that particular Schedule or there is, in that particular Schedule, a specific cross reference to another Schedule to the Matador Disclosure Letter.

1.4 Corporation, Subsidiaries and Affiliates

When a reference is made in this Agreement to subsidiaries of a corporation or any other entity, the word "subsidiary" means any corporation of which outstanding voting securities carrying more than 50% of the votes for the election of directors are, or any partnership, joint venture or other entity more than 50% of whose total equity interest is, directly or indirectly, owned by such corporation or such other entity, as the case may be, and such greater than 50% ownership constitutes "control", and "controlling" and "controlled" have corresponding meanings. When a reference is made in this Agreement to "affiliates" of a corporation or any other entity, "affiliate" of any given Person, means a Person that, directly or indirectly, owns a controlling or majority interest in, is owned by, controls or is controlled by, has the power and authority to direct, or is directed by, or is under common ownership with, such given Person.

1.5 Number, Gender and Persons

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind.

1.6 Interpretations Not Affected by Headings, etc.

The division of this Agreement into Parts, Sections and other parts and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to a "Part", "Section" or "Schedule" followed by a number and/or a letter refer to the specified Part, Section or Schedule of this Agreement. The terms "hereof", "hereby", "herein" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Part, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Any capitalized terms used in any Schedule, but not otherwise defined therein, will have the meaning as defined in this Agreement. Wherever the term "includes" or "including" is used, it will be deemed to mean "includes, without limitation" or "including, without limitation", respectively.

1.7 Date for Any Action

If any date on which any action is required or permitted to be taken hereunder is not a Business Day, such action will be required or permitted to be taken on or by the next succeeding day which is a Business Day, unless otherwise required by Law or the policies of the TSXV.

1.8 Time Periods

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day, unless otherwise required by Law or the policies of the TSXV.

1.9 Time and Currency

All times expressed herein are local time (Toronto, Ontario) unless otherwise stipulated. All sums of money, references to "dollars" or "\$" in this Agreement will be in Canadian funds unless otherwise specified.

1.10 Knowledge

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of a Party, it is deemed to refer to the knowledge which such Party has or would have had if it had made a diligent inquiry (including of appropriate officers and directors) as a prudent Person would have considered necessary or advisable as to the matters that are the subject of the representations and warranties.

1.11 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute, regulation, direction or instrument is to that statute, regulation, direction or instrument as now enacted or as the same may from time to time be amended, re-enacted or replaced, and in the case of a reference to a statute, includes any regulations, rules, policies or directions made thereunder.

1.12 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise in favour of any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2 MERGER AND RELATED TRANSACTIONS

2.1 Concurrent Financing

The Parties agree to use their commercially reasonable efforts to undertake a private placement in connection with the Arrangement (as intended to constitute the Qualifying Transaction of SCC), whether brokered or non-brokered, as determined by mutual agreement, of a minimum of 7,000,000 and a maximum of 9,000,000 Matador Shares at a price of \$0.50 per Matador Share to raise minimum aggregate gross proceeds of \$3,500,000 and maximum aggregate gross proceeds of \$4,500,000 (the "**Concurrent Financing**"). Notwithstanding the foregoing, (i) the Parties shall not be obligated to complete the Concurrent Financing unless such completion is mandated by the TSXV; (ii) Matador may opt to complete the Concurrent Financing even in the absence of completion of the Arrangement; and (iii) SCC shall have no

obligations in respect of the Concurrent Financing if the same is not being completed for the purpose of completing the Arrangement (as intended to constitute the Qualifying Transaction of SCC).

The Concurrent Financing will include such number of Public Shareholders each holding at least one Board Lot as is sufficient, together with the existing Matador Shareholders and SCC Shareholders, to ensure that the Resulting Issuer will satisfy the public distribution requirements of the TSXV as set forth in Policy 2.1.

2.2 Matador Shareholder Approval

As soon as reasonably practicable after the date hereof, Matador will establish a record date for (both for notice of, and voting), call, give notice of, convene and hold a special meeting of Matador Shareholders (the "**Matador Meeting**"), in order to consider and vote upon the Arrangement Resolution and will send out to the Matador Shareholders in respect of the Matador Meeting:

- (a) a notice of the Matador Meeting in accordance with the OBCA (the "**Matador Meeting Notice**");
- (b) the documents and information required under the OBCA to accompany the Matador Meeting Notice; and
- (c) such proxy-related materials as may be necessary or desirable in order to facilitate voting by proxy upon the Arrangement Resolution by the Matador Shareholders at the Matador Meeting.

2.3 SCC Board and Shareholder Approval

As soon as reasonably practicable after the date hereof, SCC will establish a record date for (both for notice of, and voting), call, give notice of, convene and hold a special meeting of SCC Shareholders (the "**SCC Meeting**") to consider and vote upon the Arrangement (if required by the TSXV), the SCC Board Resolution, the SCC Continuance Resolution, the SCC Consolidation Resolution, the Name Change Resolution and the Omnibus Plan Resolution and will send out to the SCC Shareholders in respect of the SCC Meeting:

- (a) a notice of the SCC Meeting in accordance with the ABCA (the "**SCC Meeting Notice**");
- (b) the documents and information required under the ABCA to accompany the SCC Meeting Notice; and
- (c) such proxy-related materials as may be necessary or desirable in order to facilitate voting by proxy upon the SCC Board Resolution, the SCC Continuance Resolution, the SCC Consolidation Resolution, the Name Change Resolution and the Omnibus Plan Resolution by the SCC Shareholders at the SCC Meeting.

2.4 Arrangement

- (a) Matador and SCC agree that the Arrangement will be implemented in accordance with, and subject to the terms and conditions contained in, this Agreement and the Plan of Arrangement. The Arrangement shall become effective at the Effective Time on the Effective Date. The Articles of Arrangement shall be filed by Matador with the Director in Ontario on the third Business Day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set forth in Sections 7.1, 7.2 and 7.3 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date) but in any event no later than the Outside Date, unless another time or date is agreed to in writing by the Parties.

- (b) Subject to satisfaction or waiver, as applicable, of all conditions precedent set forth in Article 7 hereof, the Arrangement will be implemented pursuant to the Plan of Arrangement such that, commencing at the Effective Time, each of the events set out below will occur and be deemed to occur in the following sequence, in each case without any further authorization, act or formality of or by SCC, Matador, the Matador Securityholders, or any other Person:
- (i) each of the Matador Stock Option Plan and the Matador RSU Plan shall be cancelled and shall have no further force or effect;
 - (ii) all Matador RSUs shall be cancelled and each holder of Matador RSUs will receive, as consideration for their Matador RSUs, one SCC RSU governed by the New Plans which shall result in the issuance of one SCC Post-Consolidation Share upon vesting for each Matador RSU held on substantially the same terms as the Matador RSU being replaced;
 - (iii) all Matador PSUs shall be cancelled and each holder of Matador PSUs will receive, as consideration for their Matador PSUs, one SCC PSU governed by the New Plans which shall result in the issuance of one SCC Post-Consolidation Share upon vesting for each Matador PSU held on substantially the same terms as the Matador PSU being replaced;
 - (iv) all Matador Options shall be cancelled and each holder of Matador Options will receive, as consideration for their Matador Options, one SCC Option governed by the New Plans exercisable to acquire one SCC Post-Consolidation Share for each Matador Option held on substantially the same terms as the Matador Options being replaced;
 - (v) each Matador Share held by a Dissenting Shareholder entitled to be paid fair value for its Matador Shares will be deemed to be transferred by the holder thereof, without any further act or formality on its part, to SCC and thereupon each Dissenting Shareholder will have only the rights set out in Section 3.1 of the Plan of Arrangement and each Dissenting Shareholder will cease to be the holder of such Matador Shares;
 - (vi) each outstanding Matador Share (other than those Matador Shares acquired from Dissenting Shareholders) held by a Matador Shareholder, other than SCC, shall, without any further act or formality on its part, be transferred and assigned to SCC, in exchange for SCC Post-Consolidation Shares on the basis of one SCC Post-Consolidation Share for each Matador Share held;
 - (vii) with respect to each Matador Share transferred and assigned to SCC in accordance with item (vi) above, the holder of such Matador Share immediately prior to such transfer and assignment:
 - (I) shall cease to be the holder thereof, the name of such holder shall be removed from the register maintained by or on behalf of Matador in respect of the Matador Share, and the name of SCC shall be added to the register maintained by or on behalf of Matador in respect of the Matador Share as the holder of such Matador Share;
 - (II) shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Matador Share to SCC; and

- (III) shall be added to the registers maintained by or on behalf of SCC in respect of the SCC Post-Consolidation Shares as the holder of the SCC Post-Consolidation Shares issued to such holder as consideration therefor; and
- (viii) for purposes of the OBCA, the amount added to the stated capital in respect of the SCC Post-Consolidation Shares issued to the holders of the Matador Shares shall be equal to the fair market value of the Matador Shares in consideration for which such SCC Post-Consolidation Shares were issued.

2.5 Court Matters

Matador shall apply to the Court for the Interim Order and Final Order as follows:

- (a) as soon as is reasonably practicable after the date hereof, Matador shall make and diligently advance an application to the Court for the Interim Order, which application shall be in form and substance satisfactory to Matador and SCC, each acting reasonably, and shall request that the Interim Order shall provide, among other things:
 - (i) for the calling and holding of the Matador Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement;
 - (ii) for the classes of Persons to whom notice is to be provided in respect of the Arrangement and the Matador Meeting and for the manner in which such notice is to be provided;
 - (iii) that the requisite approval for the Arrangement Resolution shall be 66 2/3% of the votes cast on the Arrangement Resolution by the Matador Shareholders, present in person or represented by proxy at the Matador Meeting, together with, if required by MI 61-101, minority approval in accordance with Section 8.1 of MI 61-101 or as modified by the Interim Order;
 - (iv) that, except as modified by the Interim Order, in all other respects, the terms, conditions and restrictions of Matador's constating documents, including quorum requirements and other matters, shall apply in respect of the Matador Meeting;
 - (v) for the grant of the Dissent Rights as set forth in the Plan of Arrangement;
 - (vi) that the Matador Meeting may be adjourned or postponed from time to time by management of Matador, subject to the terms of this Agreement, without the need for additional approval of the Court;
 - (vii) confirmation of the record date for the purposes of determining the Matador Shareholders entitled to receive notice of, and vote at, the Matador Meeting in accordance with the Interim Order;
 - (viii) that the record date for Matador Shareholders entitled to notice of, and to vote at, the Matador Meeting shall not change in respect of any adjournment(s) or postponement(s) of the Matador Meeting or any other change;
 - (ix) that the Parties intend to rely upon the Section 3(a)(10) Exemption, subject to and conditioned on the Court's determination that the Arrangement is substantively and procedurally fair to the holders of Matador Shares, Matador RSUs, Matador PSUs and Matador Options in the United States, with respect to the issuance of the 3(a)(10) Securities pursuant to the Arrangement;

- (x) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and
 - (xi) for such other matters as Matador and/or SCC may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned; and
- (b) subject to approval of the Arrangement Resolution by the Matador Shareholders at the Matador Meeting in accordance with the terms of the Interim Order, Matador shall forthwith make and diligently advance an application to the Court for the Final Order, which application shall be in form and substance satisfactory to Matador and SCC, each acting reasonably, and Matador and SCC shall diligently take steps to arrange for the Final Order hearing to be held within three Business Days of the approval of the Arrangement Resolution at the Matador Meeting or otherwise as soon as possible, subject to Court availability.

Matador will provide legal counsel for SCC with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give due consideration to all such comments. Matador will also provide legal counsel to SCC, on a timely basis, with copies of any notice of appearance and evidence served on Matador or its legal counsel in respect of the application for the Interim Order and the Final Order or any appeal therefrom. Subject to applicable Law, Matador will not file any material with the Court or serve any such material and will not agree to modify or amend materials so filed or served, except with SCC's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, provided that nothing herein shall require SCC to agree or consent to any increase in consideration payable pursuant to the Arrangement or expansion of its obligations.

2.6 Securities and Corporate Law Compliance

The Parties will diligently do all such acts and things as may be necessary to:

- (a) comply with applicable Laws in relation to the proposal and, if approved, passing of the Arrangement Resolution, the SCC Board Resolution, the SCC Continuance Resolution, the SCC Consolidation Resolution, the Name Change Resolution and the Omnibus Plan Resolution;
- (b) make the necessary filings with, and applications to, the TSXV for the TSXV to approve the Arrangement as SCC's Qualifying Transaction and to list the SCC Post-Consolidation Shares issued in connection with the Arrangement on the TSXV; and
- (c) comply with any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by any Party to be necessary to discharge its respective obligations or otherwise advisable under applicable Laws in connection with this Agreement or the Arrangement.

2.7 SCC Consolidation and Issuance of SCC Post-Consolidation Shares

Provided that the conditions precedent in Sections 7.1 and 7.3 that are required to be satisfied prior to the Effective Time are satisfied or waived by SCC, SCC will, in accordance with and subject to the terms and conditions of this Agreement and the Closing Documents, (i) prior to the Effective Time, give effect to the SCC Consolidation pursuant to which the SCC Pre-Consolidation Shares will be consolidated on the basis of 2.2727 SCC Pre-Consolidation Shares for each one SCC Post-Consolidation Share; and (ii) provide the Transfer Agent with a direction in connection with the SCC Consolidation as set forth herein, and the issuance of the SCC Post-Consolidation Shares to be issued to the Matador Shareholders (other than Dissenting Shareholders), including participants under the Concurrent Financing, pursuant to the Arrangement.

2.8 SCC Board of Directors

SCC will procure the resignations of the incumbent directors of SCC and the appointment of four individuals to be nominated by Matador (subject to confirmation of their suitability to serve as directors by the TSXV and in accordance with applicable Laws) to the board of directors of SCC with effect as of the Effective Time, as follows:

<u>Name</u>	<u>Address/Mailing Address</u>
Deven Soni	<u>[Redacted – Personal Information]</u>
Donato Sferra	<u>[Redacted – Personal Information]</u>
Richard Murphy	<u>[Redacted – Personal Information]</u>
Tyler Evans	<u>[Redacted – Personal Information]</u>

Each director of SCC appointed pursuant to this Section 2.8 will hold office until the earlier of the next meeting of the shareholders of SCC after the Effective Time, the date of such individual's resignation from the board of directors of SCC or until their successor(s) are elected or appointed in accordance with the provisions of SCC's Constatng Documents and the ABCA.

2.9 SCC Officers

SCC will procure the resignations of the incumbent officers of SCC and the appointment of such officers of SCC as are nominated by Matador (subject to confirmation of their suitability to serve as officers by the TSXV and in accordance with applicable Laws) with effect as of the Effective Time, as follows:

<u>Name</u>	<u>Position</u>
Deven Soni	Chief Executive Officer and Chairman
Geoff St. Clair	Chief Financial Officer
Andrew Newbury	Corporate Secretary
Mark Moss	Chief Visionary Officer

2.10 Name Change

Prior to the Effective Time, the Resulting Issuer will change its name to "Matador Technologies Inc." or such other name as may be designated by Matador, as may be accepted by the Registrar of Corporations or a Deputy Registrar of Corporations in under the ABCA (the "**Name Change**").

2.11 US Securities Law Matters

The Parties intend that the issuance of the 3(a)(10) Securities under the Arrangement in the United States will be exempt from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"), will not be subject to registration or qualification under state "blue sky" or securities laws and will otherwise be in compliance with all U.S. Securities Laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement set forth in this Section 2.11.

In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

- (i) the Arrangement will be subject to the approval of the Court;
- (ii) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
- (iii) the Court will be required to satisfy itself as to the procedural and substantive fairness of the Arrangement;
- (iv) the Final Order will expressly state that the Arrangement is approved by the Court as being procedurally and substantively fair to the Persons to whom the 3(a)(10) Securities will be issued;
- (v) the Parties will ensure that each Person entitled to receive 3(a)(10) Securities on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to approve the Final Order and providing them with sufficient information necessary for them to exercise that right;
- (vi) each Person to whom 3(a)(10) Securities will be issued pursuant to the Arrangement will be advised that the 3(a)(10) Securities issued pursuant the Arrangement have not been registered under the 1933 Act and will be issued by SCC in reliance upon the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) of the 1933 Act and may be subject to certain restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the 1933 Act with respect to securities issued to affiliates (within the meaning of Rule 144 under the 1933 Act) of SCC and Persons deemed to be affiliates (within the meaning of Rule 144 under the 1933 Act) of SCC within 90 days of the Effective Date;
- (vii) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the Court hearing required to issue the Interim Order;
- (viii) the Interim Order approving the Matador Meeting will specify that each Person to whom 3(a)(10) Securities will be issued pursuant to the Arrangement will have the right to appear before the Court at the hearing of the Court to approve the Final Order so long as such securityholder enters an appearance within a reasonable time; and
- (ix) the Final Order shall include a statement to substantially the following effect:

"This Order will serve as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of SCC pursuant to the Plan of Arrangement."

2.12 Equity Incentive Plan

SCC has adopted and implemented the SCC Option Plan to provide for the awarding of incentive stock options to directors, officers, employees, and service providers of SCC all in accordance with the applicable rules and policies of the TSXV. Prior to the Effective Date, SCC will use commercially reasonable efforts to cause the Omnibus Plan Resolution to be approved at the SCC Meeting, and on or immediately after the Effective Date, SCC will terminate the SCC Option Plan and adopt the New Plans, subject to the completion of the Arrangement, and all outstanding SCC Options outstanding prior to such termination will be deemed assumed by the New Plans. Any Matador Options not exercised to acquire Matador Shares and any

Matador RSUs and Matador PSUs not vested prior to the Effective Time will be exchanged for SCC Options, SCC RSUs and SCC PSUs, respectively, on substantially the same terms as the Matador Options, Matador RSUs and Matador PSUs being replaced and be governed by the New Plans.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Matador

Matador hereby makes, as of the date hereof, the following representations and warranties and acknowledges that SCC is relying upon such representations and warranties for the purpose of entering into this Agreement:

- (a) Matador is a corporation duly incorporated, validly existing and in good standing under the OBCA;
- (b) Matador is duly registered and licensed to carry on the Business in the jurisdictions in which it carries on the Business or owns property where so required by the Laws of that jurisdiction and is not otherwise precluded from carrying on the Business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) Matador is in material compliance with all applicable laws in the jurisdictions in which it carries on the Business and which may materially affect Matador, has not received a notice of non-compliance, nor does Matador know of any facts that could give rise to a notice of such non-compliance with any applicable laws and Matador is not aware of any pending change or contemplated change to any applicable law or governmental position that would materially affect the Business or legal environment under which Matador operates;
- (d) no proceedings have been taken or authorized by Matador or, to the knowledge of Matador, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of Matador, or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to Matador other than the Arrangement;
- (e) excluding the Matador Shares to be issued in connection with the Concurrent Financing, Matador has an authorized share capital consisting of an unlimited number of Matador Shares of which currently 70,666,141 Matador Shares are issued and outstanding as fully paid and non-assessable as of the date hereof, and such Matador Shares are free and clear of all Liens, charges or encumbrances of any kind whatsoever;
- (f) Matador has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment;
- (g) all securities of Matador have been issued in compliance with applicable laws, including the OBCA and the *Securities Act* (Ontario);
- (h) other than the Matador Options, Matador RSUs and Matador PSUs and other contracts listed in the Matador Disclosure Letter, there are no outstanding securities as of the date hereof which are convertible into or exercisable to acquire any Matador Shares or any other securities or agreements, options, rights or privileges (whether by law, pre-emptive or contractual) which could result in the issuance of shares or securities of Matador;
- (i) other than as set forth in the Matador Disclosure Letter, none of the outstanding Matador Shares are subject to escrow restrictions, pooling arrangements, voting trusts, unanimous shareholders agreements or other similar agreements, whether voluntary or otherwise;

- (j) Matador is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;
- (k) Matador is not a reporting issuer or equivalent in any jurisdiction and the Matador Shares are not publicly listed on any securities exchange;
- (l) Matador has the power, authority and capacity to execute and perform its obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;
- (m) the execution and delivery by Matador of this Agreement, and, once signed, each of the Closing Documents to which it is a party and the performance of its obligations thereunder and contained therein have been or will have been duly authorized by all applicable corporate action;
- (n) this Agreement constitutes a legal, valid and binding obligation of Matador, enforceable in accordance with its terms, and upon the execution and delivery by of Matador of the Closing Documents to which it is a party, each will constitute a legal, valid and binding obligation of Matador, enforceable against Matador in accordance with its terms except as that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction;
- (o) neither the execution and delivery of this Agreement and the Closing Documents nor the consummation of the Arrangement will directly or indirectly (with or without notice or lapse of time): (A) conflict with or result in a breach or violation of (i) any provision of the Constatng Documents of Matador, or (ii) any applicable Law to which Matador is subject, the effect of which would cause a Material Adverse Change to Matador and Matador is not aware of any pending or contemplated change to any applicable Law or governmental position that would cause a Material Adverse Change to the Business as currently conducted or the legal environment under which Matador operates; (B) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which Matador is entitled, under any Material Contract to which Matador is a party or any permit or similar authorization relating to Matador, or the Business; or (C) result in the creation or imposition of any Lien relating to Matador;
- (p) Matador is not aware of any pending or contemplated change to any applicable Law or governmental position that would cause a Material Adverse Change to its Business, as currently conducted, or the legal environment under which Matador operates;
- (q) no approval, order, consent of or filing with any Governmental Authority is required on the part of Matador (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by Matador of its obligations pursuant to this Agreement and, once signed, the Closing Documents, the absence of which would cause a Material Adverse Change to Matador;
- (r) Matador has prepared and filed all applicable Tax Returns which were required to be filed on or prior to the Effective Date, with all appropriate Governmental Authorities. Each such Tax Return of Matador was correct and complete in all material respects;
- (s) Matador has paid all Taxes shown as due and payable by it on all its Tax Returns, has paid all assessments and reassessments it has received in respect of Taxes, and has paid all Tax installments due and payable by it;

- (t) there are no assessments or reassessments of Taxes that have been issued in respect of Matador and are outstanding. Matador is not negotiating any assessment or reassessment with any Governmental Authority. Matador is not aware of any liabilities for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any Tax Return;
- (u) there is no requirement for Matador to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents, or as a requirement or condition of the lawful completion of the Arrangement, for which the failure to do so would cause a Material Adverse Change to Matador;
- (v) other than as set forth in the Matador Disclosure Letter, Matador is not party to any agreement, nor, to the knowledge of Matador, is there any agreement with shareholders or other agreement which in any manner affects the composition of the board of directors of Matador;
- (w) the data and information in respect of Matador and its Assets, liabilities, Business and operations provided, or to be provided, by Matador or its Representatives to SCC or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact, did not and will not knowingly omit any material data or information necessary to make any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable. Matador has no knowledge of any Material Adverse Change to Matador from that disclosed in such data and information;
- (x) Matador holds title to its Assets free and clear of all Liens, adverse claims, easements, rights of way, servitudes, zoning or building restrictions or any, other rights of others or other adverse interests of any kind, including leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements (collectively, "**Encumbrances**"), except any Encumbrances which would not, individually or in the aggregate, cause a Material Adverse Change to Matador;
- (y) there is no non-competition, exclusivity or other similar agreement, commitment or understanding in place to which Matador is a party or by which it is otherwise bound that would now or hereafter in any way limit the business or operations of Matador in a particular manner or to a particular locality or geographic region or for a specified period of time and the execution, delivery and performance of this Agreement does not and will not result in any restriction of Matador from engaging in its business or from competing with any person or in any geographic area;
- (z) Matador is not a party to or bound by any agreement, guarantee, indemnification (other than in the ordinary course of business and to officers and directors pursuant to Matador's by-laws and standard indemnity agreements to Matador bankers, pursuant to underwriting, agency or financial advisor agreements pursuant to the standard indemnity provisions in agreements of that nature and indemnities contained in flow through subscription agreements), or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person;
- (aa) other than as set forth in the Matador Disclosure Letter, Matador does not currently have, any Employment Agreements (directly or indirectly) with any current or former securityholder, officer or director of Matador, or any other employee or consultant for which such employee, contractor or consultant receives a salary of greater than \$100,000, that

are currently in effect. For avoidance of doubt, no balloon payments, termination payments, change of control benefits or payments, bonuses, advisory payments, golden parachutes or other payments or remuneration of any type or kind whatsoever shall be paid (directly or indirectly) to the current or former securityholders, officers, directors, employees, contractor and/or consultants of Matador or any other party in connection with the termination of their prior engagements with Matador or the transactions contemplated by this Agreement;

- (bb) Matador is in compliance in all material respects with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and have not and are not engaged in any unfair labour practice;
- (cc) Matador owns no real property nor does it occupy any premises as tenant;
- (dd) there has been no material change in Matador's accounting policies or in the financial condition of Matador since the date of the most recent Matador Financial Statements;
- (ee) Matador has no material liabilities of any nature (matured or unmatured, fixed or contingent), other than:
 - (i) those that are set forth or adequately provided for in the balance sheet and associated notes thereto included in the Matador Financial Statements (the "**Matador Balance Sheet**");
 - (ii) those incurred in the ordinary course of business and not required to be set forth in the Matador Balance Sheet under IFRS;
 - (iii) those incurred in the ordinary course of business from the date of the Matador Balance Sheet and consistent with past practice; and
 - (iv) those incurred in connection with the preparation and execution of the Letter of Intent, this Agreement and related matters;
- (ff) Matador has maintained proper accounting records such that an audit can readily be completed on its financial statements;
- (gg) Matador maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of Matador; (ii) that transactions are recorded as necessary to permit the preparation of the financial statements for Matador in conformity with IFRS and to maintain asset accountability; (iii) that access to assets of Matador is permitted only in accordance with the general or a specific authorization of management or directors of Matador; (iv) that the recorded accountability for assets of Matador is compared with the existing assets of Matador at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Matador's assets that could have a material effect on its financial statements or interim financial statements;
- (hh) other than as disclosed in the Matador Financial Statements or as set forth in the Matador Disclosure Letter, Matador is not party to any related party transactions required to be disclosed under IFRS or Canadian securities laws;

- (ii) since the date of the most recent Matador Financial Statements, the Business has been conducted in the ordinary course, and other than as set forth in the Matador Disclosure Letter, there has not been:
 - (i) any event, occurrence, state of circumstances, or facts or change in Matador or in the Business that has had, or which Matador may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Change;
 - (ii) any (A) change in any of the liabilities of Matador that has had, or which Matador may, after reasonable inquiry, expect to have, a Material Adverse Change or (B) any incurrence, assumption or guarantee of any indebtedness for borrowed money by Matador in connection with the Business or otherwise;
 - (iii) any (A) payments by Matador in respect of any indebtedness of Matador for borrowed money or in satisfaction of any liabilities of Matador related to the Business, other than in the ordinary course of business or the guarantee by Matador of any of the indebtedness of any other Person or (B) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected on the Matador Balance Sheet;
 - (iv) other than in connection with the Letter of Intent and the Concurrent Financing, any transaction or commitment made, or any Material Contract entered into, by Matador, or any waiver, amendment, termination or cancellation of any Material Contract by Matador, or any relinquishment of any rights thereunder by Matador or of any other right or debt owed to Matador, other than, in each such case, actions taken in the ordinary course of business consistent with past practice;
 - (v) other than in the ordinary course of business and consistent with past practice, any: (A) grant of any severance, continuation or termination pay to any director, officer, stockholder or employee of Matador or any affiliate of Matador, (B) entering into of any Employment Agreement with Matador or any affiliate of Matador, (C) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or any Employment Agreement, (D) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, stockholders or employees of Matador or any affiliate of Matador, (E) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of Matador or (F) representation of Matador to any employee or former employee of Matador that Matador promised to continue any employee benefit plan after the Effective Date;
 - (vi) any change by Matador in its accounting principles, methods or practices or in the manner it keeps its books and records that is not prescribed to be in accordance with IFRS; or
 - (vii) any distribution, dividend, bonus, management fee or other payment by Matador to any officer, director, stockholder or affiliate of Matador or any of their respective affiliates or Associates, other than payments of salaries or compensation in connection with services rendered in the normal course;
- (jj) Matador's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by Matador. Matador is not in default in any material respect with respect to the payment of any premium or compliance with any of the

provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which Matador would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. Matador has not received notice from any of the insurers regarding cancellation of such insurance policy;

- (kk) the financial books, records and accounts of Matador have in all material respects, been maintained in accordance with applicable law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of Matador and accurately and fairly reflect the basis for all financial statements of Matador, including the Matador Financial Statements;
- (ll) Matador has made available to SCC for inspection true and complete copies of all Material Contracts to which Matador is a party and that are currently in force (the "**Matador Material Contracts**") and such Matador Material Contracts are listed in the Matador Disclosure Letter. The Matador Material Contracts are in full force and effect, and Matador is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Matador Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Matador has complied in all material respects with all terms of the Matador Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Matador or, to the knowledge of Matador, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Matador Material Contracts;
- (mm) the Matador Disclosure Letter sets forth all material approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations of all Governmental Authorities (and all other Persons) necessary for the operation of the Business in substantially the same manner as currently operated by Matador or affecting or relating in any way to the Business;
- (nn) Matador retains exclusive ownership and control over its records, systems, and data, except in instances where specific third-party platforms are used for certain functions. In such cases, while access or management may be shared with those platforms, Matador ensures that its rights and control over the information are preserved in accordance with the applicable terms and agreements.
- (oo) the Matador Disclosure Letter sets forth a complete and correct list of all Intellectual Property, and each licence or licensing agreement for any Intellectual Property, relating to the Business as conducted by Matador or held by Matador (together the "**Intellectual Property Rights**"). The Intellectual Property Rights also include any trade secrets that are material to the conduct of the Business in the manner that the Business has heretofore been conducted;
- (pp) Matador has not, during the three years preceding the date of this Agreement, been a party to any Proceeding, nor is any Proceeding threatened, involving a claim of infringement by any Person (including any Governmental Authority) of any Intellectual Property Right. No Intellectual Property Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by Matador or restricting the licensing thereof by

Matador to any Person. Matador does not have any knowledge that would cause such Person to believe that the use of the Intellectual Property Rights or the conduct of the Business conflicts with, infringes upon or violates any patent, patent licence, patent application, trademark, tradename, trademark or tradename registration, copyright, copyright registration, service mark, brand mark or brand name or any pending application relating thereto, or any trade secret, know-how, programs or processes, or any similar rights or any Intellectual Property, of any Person. To the best knowledge of Matador, the conduct of the Business by Matador has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any Person;

- (qq) Matador either owns the entire right, title and interest in, to and under, or has acquired a licence to use, any and all patents, trademarks, tradenames, brand names, copyrights and Intellectual Property that are material to the conduct of the Business in the manner that the Business has heretofore, been conducted. The Intellectual Property Rights are in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in the abandonment, cancellation or unenforceability of any of the Intellectual Property Rights. All registrations and filings determined advisable by Matador, acting reasonably, to preserve the rights of Matador in and to the Intellectual Property Rights have been made;
- (rr) in respect of both the hardware equipment and hosted software components of the information management and computer systems (collectively, the "**Systems**") of Matador: (A) the Systems have been maintained and supported in accordance with commercially reasonable industry practices; (B) there is a commercially reasonable disaster recovery plan in place in respect of such Systems; (C) commercially reasonable controls are in place to control access and security to such Systems and there are appropriate firewalls and virus protection programs in place; and (D) all material software being used is supported by valid licenses and all licenses in respect of such software are in good standing in all material respects and, to the knowledge of Matador, not in default in any respect, except for any default which would not be material to Matador;
- (ss) Matador has taken reasonable efforts to ensure it has conducted the Business in material compliance with all applicable Laws of each jurisdiction in which Matador is aware of as it relates to the Business, is not currently in material breach of any such Laws and is duly licensed, registered or qualified, in each jurisdiction in which Matador owns, leases or has any interest of claim in property or carries on the Business, to enable the Business to be carried on as now conducted and its property and assets to be owned, leased, licensed or otherwise and operated, and all such licences, registrations, claims, interests and qualifications are valid and subsisting and in good standing and none of the same contains any burdensome term, provision, condition or limitation which has or may have a Material Adverse Change on the operation of the Business;
- (tt) Matador does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than the Business;
- (uu) in respect of the Assets of Matador and the Business, Matador holds all valid licenses, permits and similar rights and privileges that are material and required and necessary under applicable Law to operate the Assets of Matador as the Business as presently operated or as proposed to be operated except where the failure to so hold such licenses and permits would not cause a Material Adverse Change to Matador;
- (vv) other than as set forth in the Matador Disclosure Letter, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of Matador, who might be entitled to any fee, commission or reimbursement

of expenses from Matador or any of its respective affiliates or any of its respective Associates upon consummation of the transactions contemplated by this Agreement;

- (ww) there are no actions, suits or proceedings in existence or pending or, to the knowledge of Matador, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect Matador or affecting or that would reasonably be expected to affect any of Matador's property or Assets at law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of Matador which, if successful, would cause a Material Adverse Change, or would materially impede the ability of Matador to consummate the Arrangement;
- (xx) the operations of Matador are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which Matador is incorporated and in which it conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving Matador with respect to the Anti-Money Laundering Laws is pending or threatened;
- (yy) the operations of Matador have been conducted at all times in compliance with the applicable federal and state laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), and Matador is not: (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which SCC is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Matador with respect to Anti-Terrorism Laws is pending or, to the knowledge of Matador, threatened;
- (zz) to the knowledge of Matador, Matador has not withheld from SCC any material information or documents concerning Matador or its Assets or liabilities during the course of SCC's review of Matador and its Assets. No representation or warranty contained herein, and no statement contained in any schedule or other disclosure document provided or to be provided to SCC by Matador pursuant hereto contains or will contain an untrue statement of a material fact which is necessary to make the statements herein or therein not misleading; and
- (aaa) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to SCC by or on behalf

of Matador with respect to Matador (including the Business and the results of operations, financial condition and prospects of Matador) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the knowledge of Matador, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to Matador that has not been disclosed to SCC by Matador in writing that has had a Material Adverse Change on or, so far as Matador can now foresee, would cause a Material Adverse Change to Matador (including the Business and the results of operations, financial condition or prospects of Matador).

3.2 Representations and Warranties of SCC

SCC hereby makes, as of the date hereof, the following representations and warranties and acknowledges that Matador is relying upon such representations and warranties for the purpose of entering into this Agreement:

- (a) SCC is a corporation duly incorporated, validly existing and in good standing under the ABCA;
- (b) SCC is duly registered and licensed to carry on its business in the jurisdictions in which it carries on such business or owns property where so required by the Laws of that jurisdiction and is not otherwise precluded from carrying on such business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) SCC is in material compliance with all applicable laws in the jurisdictions in which it carries on its business and which may materially affect such company, has not received a notice of non-compliance, nor does such company know of any facts that could give rise to a notice of such non-compliance with any applicable laws and such company is not aware of any pending change or contemplated change to any applicable Law or governmental position that would materially affect its business or legal environment under which such company operates;
- (d) no proceedings have been taken or authorized by SCC or, to the knowledge of SCC, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of SCC or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to SCC;
- (e) SCC has an authorized share capital consisting of an unlimited number of SCC Pre-Consolidation Shares and an unlimited number of preference shares, of which 17,000,000 SCC Pre-Consolidation Shares and no preference shares are issued and outstanding as fully paid and non-assessable;
- (f) Other than the SCC Broker Warrants and SCC Options set forth in Schedule C (all of which will be adjusted on the same terms as the adjustment applicable to the SCC Pre-Consolidation Shares in connection with the SCC Consolidation), there are no outstanding securities convertible into or exercisable to acquire any SCC Pre-Consolidation Shares, or any other securities or agreements which could result in the issuance of shares or securities of SCC;
- (g) SCC does not have any subsidiaries;
- (h) all securities of SCC have been issued in compliance with applicable laws including the *Securities Act* (Alberta);

- (i) SCC is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;
- (j) SCC is:
 - (i) a "reporting issuer" only in British Columbia, Alberta and Ontario; and
 - (ii) a "capital pool company" under the rules and policies of the TSXV,and the SCC Pre-Consolidation Shares are listed on the TSXV and SCC is not in material default of any of its obligations as a reporting issuer or as a TSXV capital pool company;
- (k) SCC has the power, authority and capacity to execute and perform its obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;
- (l) the execution and delivery by SCC of this Agreement and, once signed, each of the Closing Documents to which it is a party and the performance of its obligations thereunder and contained therein have been or, as the case may be, will have been duly authorized by all applicable corporate action;
- (m) this Agreement constitutes legal, valid and binding obligations of SCC, enforceable against it in accordance with their terms and upon the execution of and delivery by SCC of the Closing Documents to which it is a party, as applicable, each will constitute legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms except as that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction;
- (n) neither the execution and delivery of this Agreement and the Closing Documents nor the consummation of the Arrangement or other matters as contemplated hereby will directly or indirectly (with or without notice or lapse of time): (A) conflict with or result in a breach or violation of (i) any provision of the Constatng Documents of SCC, or (ii) any applicable Law to which SCC is subject, the effect of which would reasonably be expected to result in a Material Adverse Change to SCC; (B) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which is entitled, under any Material Contract to which SCC is a party or any permit or similar authorization relating to SCC or its business; or (C) result in the creation or imposition of any Lien relating to SCC;
- (o) SCC is not aware of any pending or contemplated change to any applicable Law or governmental position that would reasonably be expected to result in a Material Adverse Change to the business of SCC, as currently conducted or the legal environment under which SCC operates;
- (p) no approval, order, consent of or filing with any Governmental Authority is required on the part of SCC (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by SCC of its obligations pursuant to this Agreement and, once signed, the Closing Documents, the absence of which would reasonably be likely to result in a Material Adverse Change to SCC;

- (q) SCC has prepared and filed all applicable Tax Returns on time with all appropriate Governmental Authorities which were required to be filed on or prior to the Effective Date. Each such Tax Return of SCC was correct and complete in all material respects;
- (r) SCC has paid all Taxes shown as due and payable by it on all its Tax Returns and has paid all assessments and reassessments it has received in respect of Taxes. SCC has paid all Tax installments due and payable by it;
- (s) there are no assessments or reassessments of Taxes in respect of SCC that have been issued and are outstanding. SCC is not negotiating any assessment or reassessment with any Governmental Authority. SCC is not aware of any liabilities of such company for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any Tax Return;
- (t) there is no requirement for SCC to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents, or as a requirement or condition of the lawful completion of the Arrangement and the other transactions contemplated by this Agreement, for which the failure to do so would reasonably be likely to result in a Material Adverse Change to SCC;
- (u) the data and information in respect of SCC and its Assets, liabilities, business and operations provided, or to be provided, by SCC or its Representatives to Matador or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact, did not and will not knowingly omit any material data or information necessary to make any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable. SCC has no knowledge of any Material Adverse Change to SCC from that disclosed in such data and information;
- (v) SCC does not hold any Assets other than cash or cash equivalents. SCC has Working Capital in the amount of approximately \$797,045 as of October 11, 2024;
- (w) and SCC does not currently have, and has never had, any Employment Agreements with any Person whatsoever, and for avoidance of doubt, no balloon payments, termination payments, change of control benefits or payments, bonuses, golden parachutes or other payments or remuneration of any type or kind whatsoever shall be paid to the employees and/or consultants or any other party in connection with the termination of their prior engagements with SCC or the transactions contemplated by this Agreement;
- (x) other than as disclosed in writing to Matador, SCC does not currently have, and has never had, any employees or consultants in Canada that the Canada Revenue Agency may construe as employees;
- (y) each filing forming a part of the SCC Public Disclosure Record was as at the date it was filed, true, correct, and complete (except to the extent that an amended filing is filed, in which case that amended filing was, as at the date it was filed, true, correct and complete) and did not contain any misrepresentation as of the respective dates of such information or statements, and no material change has occurred in relation to SCC which is not disclosed in the SCC Public Disclosure Record, and SCC has not filed any confidential material change reports which continue to be confidential;

- (z) all financial statements of SCC, including the SCC Financial Statements: (i) have been prepared in accordance with IFRS and/or generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of SCC, as of the date thereof, and there has been no Material Adverse Change in the financial position of SCC since the date of the most recent SCC Financial Statements and the business of SCC has been carried on in the usual and ordinary course consistent with past practice since the date thereof; (ii) contain and reflect all necessary adjustments and accruals for a fair presentation of its financial position and the results of its operations for the periods covered by said financial statements; (iii) contain and reflect adequate provisions for all reasonably anticipated liabilities (including Taxes) with respect to the periods then ended and all prior periods; and (iv) with respect to Material Contracts to which SCC is a party, contain and reflect adequate reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts;
- (aa) the financial books, records and accounts of SCC have in all material respects, been maintained in accordance with applicable law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of SCC and accurately and fairly reflect the basis for all financial statements of SCC, including the SCC Financial Statements;
- (bb) there are no approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations required from any Governmental Authorities (and all other Persons) necessary for, affecting or relating in any way to SCC;
- (cc) other than as disclosed in writing to Matador, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of SCC, who might be entitled to any fee, commission or reimbursement of expenses from any Party hereto or the Resulting Issuer or any of their respective affiliates or Associates upon consummation of the transactions contemplated by this Agreement;
- (dd) SCC does not have any material liabilities of any nature (matured or unmatured, fixed or contingent), other than:
 - (i) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the SCC Financial Statements (the "**SCC Balance Sheet**"); and
 - (ii) those incurred in the ordinary course of business since the date of the SCC Balance Sheet and consistent with past practice;
- (ee) there are no actions, suits or proceedings in existence or pending or, to the knowledge of SCC, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect SCC or affecting or that would reasonably be expected to affect any of SCC's property or Assets at law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of SCC which, if successful, would reasonably be expected to result in a Material Adverse Change, or would materially impede the ability of SCC to consummate the Arrangement;
- (ff) to the knowledge of SCC, SCC has not withheld from Matador any material information or documents concerning SCC, or its Assets or liabilities during the course of Matador's review of SCC and its Assets. No representation or warranty contained herein, and no statement contained in any schedule or other disclosure document provided or to be

provided to Matador by SCC pursuant hereto contains or will contain an untrue statement of a material fact which is necessary to make the statements herein or therein not misleading;

- (gg) the minute books and records of SCC made available to Matador in connection with the due diligence investigation of SCC for the period from the date of incorporation to the date hereof are all of the minute books of SCC and contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of SCC to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of SCC to the date hereof not reflected in such minute books;
- (hh) SCC has made available to Matador for inspection true and complete copies of all Material Contracts to which SCC is a party and that are currently in force (the "**SCC Material Contracts**"). The SCC Material Contracts are in full force and effect, and SCC is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the SCC Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. SCC has complied in all material respects with all terms of the SCC Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of SCC or, to the knowledge of SCC, on the part of any other party thereto, and to the knowledge of SCC, no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the SCC Material Contracts;
- (ii) SCC has maintained proper accounting records such that an audit can readily be completed on its financial statements;
- (jj) since the date of the most recent SCC Financial Statements, its business has been conducted in the ordinary course (other than in connection with the entering into of this Agreement and the transactions contemplated hereby), and there has not been:
 - (i) any event, occurrence, state of circumstances, or facts or change in SCC or in its business that has had, or which SCC may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Change;
 - (ii) any (A) change in any of the liabilities of SCC that has had, or which SCC may, after reasonable inquiry, expect to have, a Material Adverse Change or (B) any incurrence, assumption or guarantee of any indebtedness for borrowed money by SCC in connection with its business or otherwise other than reasonable expenses incurred in the ordinary course of business consistent with past practice;
 - (iii) any (A) payments by SCC in respect of any indebtedness of SCC for borrowed money or in satisfaction of any liabilities of SCC related to its business, or the guarantee by SCC of any of the indebtedness of any other Person or (B) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected on the SCC Balance Sheet;
 - (iv) any transaction or commitment made, or any Material Contract entered into, by SCC, or any waiver, amendment, termination or cancellation of any Material Contract by SCC, or any relinquishment of any rights thereunder by SCC or of any other right or debt owed to SCC;

- (v) any: (A) grant of any severance, continuation or termination pay to any director, officer, stockholder or employee of SCC or any affiliate of SCC, (B) entering into of any Employment Agreement with SCC or any affiliate of SCC, (C) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or any Employment Agreement, (D) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, stockholders or employees of SCC or any affiliate of SCC, (E) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of SCC or (F) representation of SCC to any employee or former employee of SCC that SCC promised to continue any employee benefit plan after the Effective Date;
 - (vi) any change by SCC in its accounting principles, methods or practices or in the manner it keeps its books and records that is not prescribed to be in accordance with IFRS; or
 - (vii) any distribution, dividend, bonus, management fee or other payment by SCC to any officer, director, stockholder or affiliate of SCC or any of their respective affiliates or Associates, other than payments of salaries or compensation in connection with services rendered in the normal course; and
- (kk) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to Matador by or on behalf of SCC with respect to SCC (including the business and the results of operations, financial condition and prospects of SCC) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the knowledge of SCC, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to SCC that has not been disclosed to Matador by SCC in writing that has had a Material Adverse Change on or, so far as SCC can now foresee, would reasonably be likely to result in a Material Adverse Change (including with respect to the business and the results of operations, financial condition or prospects of SCC).

ARTICLE 4 COVENANTS

4.1 Operation of Business by Matador

From the date hereof to the Effective Date, unless SCC otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement, Matador will conduct the Business in the ordinary course consistent with past practice, and, except as required to effect the transactions contemplated herein, Matador will use reasonable efforts to preserve intact the current business organization of Matador, keep available the services of the present employees and agents of Matador, if applicable, and maintain good relations with, and the goodwill of, suppliers, clients, landlords and all other Persons having business relationships with Matador, if applicable.

4.2 Negative Covenants

From the date hereof to the Effective Date, unless the Other Party otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement or as disclosed in the Matador Disclosure Letter, neither Matador, on the one hand, nor SCC, on the other hand, will:

- (a) take any action (directly or indirectly) with respect to any of the following, except to the extent necessary to give effect to its obligations under, as expressly permitted by this Agreement, or in the ordinary course of business consistent with past practice (which, for

greater certainty, the Parties acknowledge includes (i) the purchase and sale of gold and/or cryptocurrency by Matador; (ii) the issuance of Matador Shares pursuant to existing obligations which are outstanding as of the date hereof and set forth in the Matador Disclosure Letter; and (iii) any future grants and/or exercises of any Matador Options, Matador RSUs and/or Matador PSUs):

- (i) amending its or its subsidiaries', if applicable, Constatng Documents;
 - (ii) any acquisition or disposition of Assets in excess of \$50,000;
 - (iii) any acquisition or disposition of securities with a fair market value in an amount in excess of \$50,000;
 - (iv) any change in its capitalization (including, but not limited to, any increase in the amount or maturity of its consolidated borrowings) or any conversion of an amount of short-term borrowings into long-term borrowings in an amount in excess of \$50,000;
 - (v) split, combine or reclassify any shares or undertake any capital reorganization or combination thereof other than as contemplated by this Agreement;
 - (vi) declaring or paying any dividend or declaring, authorizing or making any distribution of, on or in respect of any of its securities whether payable in cash, securities or otherwise;
 - (vii) any release or relinquishment of any rights under or make amendments to a Material Contract, an Authorization or a Permit;
 - (viii) the entering into of any joint venture or similar agreement or arrangement;
 - (ix) the grant of any license or other right with respect to any property;
 - (x) the issuance or purchase or other acquisition of any debt or equity securities, including any securities convertible into, or rights, warrants or options to acquire, any debt or equity securities;
 - (xi) agreeing or committing to the guarantee of payment of any material indebtedness;
 - (xii) making any material change in methods of accounting, except as required by concurrent changes in IFRS;
 - (xiii) canceling, waiving, releasing, assigning, settling or comprising any material claims or rights;
 - (xiv) granting any Lien on any of its Assets; and
 - (xv) amending, modifying or terminating any material insurance policy in effect on the date of this Agreement;
- (b) grant to any employee any increase in compensation or in severance or termination pay, or enter into any Employment Agreement;
- (c) enter into any written or oral agreements, commitments or contracts or amend its existing Material Contracts which, individually or in the aggregate, result in new or additional obligations being imposed in excess of \$50,000 other than in the ordinary course of

business consistent with past practice (which, for greater certainty, the Parties acknowledge includes the purchase and sale of gold by Matador);

- (d) take, or fail to take, any action which would reasonably be expected to result in SCC ceasing to be a reporting issuer under the securities laws of British Columbia, Alberta or Ontario and being noted in default thereunder, or to result in the delisting or suspension of the SCC Pre-Consolidation Shares or SCC Post-Consolidation Shares from the TSXV;
- (e) fail to promptly advise the Other Party in writing of any material change in its financial condition or operations that would reasonably be expected to result in a Material Adverse Change;
- (f) enter into any transaction or perform any act which might:
 - (i) interfere or be inconsistent with the successful completion of the Arrangement;
 - (ii) render inaccurate any of the representations and warranties set forth herein; or
 - (iii) adversely affect its ability to perform its covenants and agreements under this Agreement; and
- (g) make, revoke or amend any tax election, amend any Tax Return, settle or compromise any action in respect of Taxes, consent to the extension of any extension or waiver of any limitation period applicable to Taxes, make any change in any method of accounting or auditing practice other than as required or contemplated by IFRS.

For greater clarity and notwithstanding the foregoing, the Parties agree and acknowledge that from the date hereof until the earlier of the Effective Date or the termination of this Agreement, unless Matador otherwise agrees in writing, SCC shall not conduct any business or incur any indebtedness or liabilities, in each case other than in connection with (i) maintaining SCC's status as a reporting issuer in Alberta, British Columbia and Ontario or the listing of the SCC Pre-Consolidation Shares on the TSXV; (ii) complying with applicable Laws (including, without limitation, fiduciary duties and other duties) and obligations, or (iii) the Arrangement and related matters contemplated hereby.

4.3 Proceedings

Each of SCC and Matador will defend or cause to be defended any lawsuits or other legal proceedings brought against it or any affiliate or subsidiary thereof challenging this Agreement or the completion of the Arrangement. SCC and Matador will not settle, compromise or release any claim brought by its present, former or purported holders of any of its securities in connection with the Arrangement prior to the Effective Time without the prior written consent of the other Party.

4.4 Disclosure Document

Matador and SCC will:

- (a) cooperate and use their commercial reasonable efforts in:
 - (i) the preparation of the Disclosure Document;
 - (ii) obtaining all Consents and Authorizations, including orders of any Governmental Authority, TSXV and third parties as are necessary for the consummation of the Arrangement and the related matters contemplated hereby; and

- (iii) taking all such actions as may be required under or pursuant to the OBCA and ABCA, as applicable, in connection with the Arrangement and the other matters contemplated hereby;
- (b) each furnish to one another, on a timely basis, all such information as may be required to prepare and submit the Disclosure Document to TSXV and complete the other actions required under this Section 4.4(b), and each hereby covenants that no information so furnished by it in connection with such actions or otherwise in connection with the consummation of the Arrangement or the other transactions contemplated hereby will contain any untrue statement of a material fact or omit to state a material fact required to be stated in order to make any information so furnished, in light of the circumstances in which they were made, not misleading;
- (c) each ensure that the information relating to it disclosed in the Disclosure Document will not contain any misrepresentation;
- (d) each promptly notify the Other Party if at any time before or after the Effective Time it becomes aware that the Disclosure Document contains a misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances under which they were made and cooperate in the preparation of a supplement or amendment to the Disclosure Document, as the case may be, that corrects any such misstatement or omission;
- (e) ensure that the Disclosure Document is prepared in compliance with the applicable provisions of the rules of TSXV and applicable securities laws; and
- (f) cooperate with each other in connection with the preparation of documentation for submission to TSXV and any other applicable regulatory authorities and keep each other informed of any requests or comments made by regulatory authorities in connection with such documentation.

4.5 Consents

Each Party will use its commercially reasonable efforts to obtain all required third party Consents, Permits, approvals, Authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable Laws the rules and policies of the TSXV and its Constating Documents to be able to fulfill its obligations hereunder and in connection with the delivery of all of the Closing Documents;

4.6 Dissent Rights

Matador will promptly advise SCC of any written notice of notice of dissent or purported exercise by any Matador Shareholder of Dissent Rights received by Matador in relation to the Arrangement Resolution and any withdrawal of Dissent Rights received by Matador.

4.7 Rectification of Corporate Records

Matador and SCC and their respective officers and directors will, in consultation and cooperation with one another, rectify all material deficiencies and irregularities in the corporate records, record-keeping, resolutions, minutes, registers and other similar and related corporate documents customarily maintained in a body corporate's minute books as such deficiencies and irregularities are identified by the Other Party,

as soon as practicable following the execution of this Agreement and, in any event, prior to the Effective Date, to the satisfaction of the Other Party, acting reasonably.

4.8 Public Announcements

Neither Matador nor SCC will (and each such Party will use reasonable efforts to cause its Representatives not to), issue any press release, make any public announcement or public filing, conduct any interviews, or furnish any written statement to its employees or shareholders generally concerning the Arrangement without the consent of the other parties, such consent not to be unreasonably withheld, except to the extent required by applicable Laws or securities laws, including the regulations of the TSXV (and in any such case, each Party, as applicable, will, to the extent consistent with timely compliance with such requirement, consult with the other parties prior to making the required release, announcement, filing or statement).

4.9 Notification of Certain Matters

Without limiting Section 4.4(d), between the date hereof and the Effective Date, each Party will give prompt notice in writing to each other Party of:

- (a) any information that indicates that any of its representations or warranties contained herein was not true and correct as of the date hereof or will not be true and correct at and as of the Effective Time with the same force and effect as if made at and as of the Effective Time (except for changes specifically permitted or contemplated by this Agreement),
- (b) the occurrence of any event that will result, or has a reasonable prospect of resulting, in the failure of any condition specified in Article 7 hereof to be satisfied, and
- (c) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the Arrangement, or that the Arrangement may otherwise violate the rights of or confer remedies upon such third party.

4.10 Listing

Each of SCC and Matador will use its commercially reasonable efforts to have all of the SCC Post-Consolidation Shares issuable pursuant to, or as consequence of, the Arrangement accepted for listing by TSXV and to fulfill all of the conditions of such acceptance stipulated by the TSXV. Each Party will provide all other Parties with all communications sent to or received from TSXV or any Governmental Authority in connection with the Arrangement and the Disclosure Document.

4.11 Matador Financial Statements

Matador agrees that it will prepare and provide the Matador Financial Statements, in accordance with IFRS and ensure that:

- (a) such Matador Financial Statements present fairly in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of Matador as of the date thereof and for the periods indicated therein;
- (b) such Matador Financial Statements reflect appropriate and adequate reserves in respect of contingent liabilities (including Taxes), if any, of Matador;
- (c) with respect to the Matador Financial Statements and any subsequent interim period for which financial statements of Matador will be required to be included in the Disclosure Document, ensure such financial statements are audited or reviewed, as applicable pursuant to Policy 2.4, by an independent public accountant in accordance with the CPA Canada Handbook;

- (d) with respect to Material Contracts to which Matador is a party and commitments for the sale of goods or the provision of services by Matador, such Matador Financial Statements contain and reflect adequate reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts; and
- (e) any Material Adverse Change in the financial position of Matador subsequent to the date of the Matador Financial Statements will be adequately disclosed to SCC and reflected in the Matador Financial Statements, as necessary.

4.12 Representations and Warranties

Each of the Parties covenants and agrees that from the date hereof until the termination of this Agreement, it will not take any action, or fail to take any action, which would or may reasonably be expected to result in its representations and warranties set out herein being untrue in any material respect at any time prior to the Effective Date or the termination of this Agreement, whichever is first.

ARTICLE 5 COMMITMENT TO THE ARRANGEMENT

5.1 Alternative Transactions

Subject only to an exceptions as are necessary to satisfy the fiduciary obligations of its respective directors, each of Matador and SCC hereby covenants that from the date hereof until the earlier of: (i) the Effective Time; and (ii) this Agreement having been terminated pursuant to and in accordance with Article 6, it will:

- (a) not directly or indirectly through any Representative take any action of any kind which could reasonably be construed to reduce the likelihood of success of consummating the Arrangement, including but not limited to any action to continue, solicit, initiate, assist or encourage enquiries, submissions, proposals or offers from any other Person, entity or group relating to, and will not participate in any discussions or negotiations regarding or furnish to any other Person, entity or group any information with respect to, or otherwise cooperate in any way with or assist or participate in, or facilitate or encourage any effort or attempt with respect to an Alternative Transaction;
- (b) promptly notify the other Parties if it becomes aware that any proposal in respect of any Alternative Transaction has been made, or it or any of its Representatives has received any inquiry from or contact with any Person with respect thereto, and advise the other Parties of the content of any such proposal and, if written, provide the other Parties with copies; and
- (c) cease any and all negotiations with any third party in respect of any Alternative Transaction, and not release any such third party from its obligations under any confidentiality agreement or other similar agreement.

5.2 Facilitation of Arrangement

Without limiting Section 5.1, each Party will use commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws, including applicable securities Laws, and the policies of the TSXV to permit the completion of the Arrangement in accordance with the provisions of this Agreement and to consummate and make effective all other

transactions contemplated in and by this Agreement and each will cooperate with the others in connection with the foregoing, including:

- (a) satisfying all conditions precedent to the Arrangement including the completion of all transactions to be effected prior to the Effective Time, including, without limitation, the SCC Consolidation, the Name Change and the Concurrent Financing and the obtaining the approval of the Arrangement Resolution by the Matador Shareholders;
- (b) entering into and delivering the Closing Documents on or before the Effective Date;
- (c) agreeing to such changes, modifications or amendments to the Plan of Arrangement as either Matador or SCC may reasonably request, provided any such change, modification or amendment would not materially adversely affect such Party;
- (d) using reasonable efforts to provide notice to, and obtain all necessary Consents and Authorizations, the failure of which to obtain would prevent the Parties from effecting the Arrangement or would reasonably be expected to result in a Material Adverse Change to Matador or SCC;
- (e) using commercially reasonable efforts to effect or cause to be effected all necessary registrations and filings and submissions of information requested of it by any Governmental Authority, the failure of which to obtain would prevent the Parties from effecting the Arrangement or would reasonably be expected to result in a Material Adverse Change to Matador or SCC;
- (f) using commercially reasonable efforts to lift or rescind any injunction or restraining order or other order which may be entered against it, which injunction or order would prevent the Parties from completing the Arrangement;
- (g) cooperating with the other Parties in connection with any lawsuits or legal proceedings brought against any Party challenging this Agreement, or the completion of the Arrangement, and keeping each other informed of any material information that becomes known to them in connection therewith;
- (h) complying promptly with all requirements imposed by Law on it with respect to this Agreement, or the Arrangement; and
- (i) not taking any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement subject to and in accordance with the terms and conditions hereof.

5.3 Notification

Each Party will promptly notify the other Parties of:

- (a) any Material Adverse Change or any change, effect, event, development, occurrence, circumstance or state of facts which could reasonably be expected to have a Material Adverse Change in respect of such Party;
- (b) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement (and

contemporaneously provide a copy of any such notice or communication to the other Parties);

- (c) any notice or other communication from any Governmental Authority in connection with this Agreement or the Arrangement (and contemporaneously provide a copy of any such notice or communication to the other Parties); or
- (d) any legal or regulatory proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting such Party or that relate to this Agreement or the Arrangement.

ARTICLE 6 TERMINATION

6.1 Termination by SCC

Subject to compliance with Section 7.4, SCC may, when not in default in the performance of any of its obligations under this Agreement, without prejudice to any other rights, terminate this Agreement by written notice to Matador if:

- (a) not all of the conditions precedent in Sections 7.1 and 7.3 have been satisfied or waived by SCC on or prior to the Outside Date;
- (b) SCC has determined to pursue an Alternative Transaction;
- (c) the Arrangement cannot be completed because Matador is in material default under any of its covenants contained in Article 4; or
- (d) Matador breaches this Agreement in any material respect.

6.2 Termination by Matador

Subject to compliance with Section 7.4, Matador, when not in default in the performance of any of its obligations under this Agreement, may, without prejudice to any other rights, terminate this Agreement by written notice to SCC if:

- (a) not all of the conditions precedent in Section 7.2 and 7.3 have been satisfied or waived by Matador, on or prior to the Outside Date;
- (b) Matador has determined to pursue an Alternative Transaction;
- (c) the Arrangement cannot be completed because SCC is in material default of any of its covenants contained in Article 4; or
- (d) SCC breaches this Agreement in any material respect.

6.3 Effect of Termination

In the case of any termination of this Agreement pursuant to and in compliance with this Article 6, this Agreement, except in respect to any obligation hereunder which expressly survives termination in accordance with its terms, will be of no further force or effect provided that nothing herein will relieve any Party from its liability for any breach of this Agreement prior to such termination.

ARTICLE 7 CONDITIONS

7.1 Conditions for the Benefit of SCC

The obligations of SCC to complete the Arrangement will be subject to the fulfilment, or the waiver by SCC, of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of SCC and may be waived in writing by SCC at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) Matador will have complied in all material respects with its covenants in this Agreement on or before the Effective Time and SCC will have no actual knowledge of the contrary;
- (b) the representations and warranties of Matador set forth in this Agreement will be true and correct in all material respects (except for representations and warranties which are qualified by materiality or other concepts of materiality, in which case they will be true and correct in all respects) on and as of the Effective Time (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been materially true and correct (except for a representation or warranty which is qualified by materiality or other concepts of materiality, in which case it will have been true and correct in all respects) as of such date;
- (c) Matador shall have caused each proposed new director or officer of SCC as set out in Section 2.8 and 2.9 or any other Person who is expected to hold more than 10% of the outstanding SCC Post-Consolidation Shares following the Effective Time, and any other Person as may be required by the TSXV, to have complied with all of the requirements of the TSXV, including the entering into of any required escrow agreement(s);
- (d) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Law, regulation or policy (including any TSXV policy) will have been proposed, enacted, or promulgated or applied,
 - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the Arrangement; or
 - (ii) that, if the Arrangement was completed, could reasonably be expected to result in a Material Adverse Change to the Resulting Issuer;
- (e) the Arrangement Resolution will have been approved by the Matador Shareholders;
- (f) SCC Shareholders shall have approved each of the SCC Consolidation Resolution, Omnibus Plan Resolution, SCC Board Resolution, SCC Continuance Resolution and Name Change Resolution in accordance with the ABCA;
- (g) Matador will have delivered all Closing Documents required to be delivered by it in a form and substance satisfactory to SCC and SCC's counsel, each acting reasonably, and SCC will have received all executed counterparts and certified or other copies of such documents as such counsel may reasonably request;
- (h) if Matador elects to approve the Arrangement Resolution by way of holding the Matador Meeting, the number of Dissenting Shareholders will not represent, in the aggregate, in excess of 5% of the Matador Shares issued and outstanding immediately prior to the Matador Meeting;

- (i) no balloon payments, termination payments, change of control benefits or payments, bonuses, advisory payments, golden parachutes or other payments or remuneration of any type or kind whatsoever shall be payable (directly or indirectly) to the current or former securityholders, officers, directors, employees, contractor and/or consultants of Matador or any other person in connection with the termination of their prior engagements with Matador or the transactions contemplated by this Agreement;
- (j) all necessary documents to be entered into in order to give effect to the Arrangement will be in form and substance satisfactory to SCC, acting reasonably; and
- (k) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a Material Adverse Change to Matador.

7.2 Conditions for the Benefit of Matador

The obligations of Matador to complete the Arrangement will be subject to the fulfilment, or the waiver by Matador, of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of Matador and may be waived in writing by Matador, at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) SCC will have complied in all material respects with its covenants in this Agreement on or before the Effective Time and Matador will have no actual knowledge of the contrary;
- (b) Immediately prior to the Effective Time, SCC will have a minimum Working Capital of \$797,045 (calculated exclusive of the gross proceeds received by SCC pursuant to the exercise of the SCC Options as set forth in subsection 7.2(o) below), less any costs and expenses incurred by SCC in connection with the transactions contemplated by this Agreement and less any costs and expenses incurred by SCC in the ordinary course of its business to a maximum aggregate of \$250,000;
- (c) SCC Shareholders shall have approved each of the SCC Consolidation Resolution, SCC Continuance Resolution and Name Change Resolution in accordance with the ABCA, SCC will have completed the SCC Consolidation, SCC Continuance and Name Change in accordance with applicable Laws, and the SCC Consolidation, SCC Continuance and Name Change will have been conditionally approved by the TSXV;
- (d) the representations and warranties of SCC set forth in this Agreement will be true and correct in all material respects (except for representations and warranties which are qualified by materiality or other concepts of materiality, in which case they will be true and correct in all respects) on and as of the Effective Time (as if made on and as of that time) except as affected by transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been materially true and correct (except for a representation or warranty which is qualified by materiality or other concepts of materiality, in which case it will have been true and correct in all respects) as of such date;
- (e) no judgment or order will have been issued by any Governmental Authority, no action, suit or proceeding will have been taken by any Person, and no Law, regulation or policy will have been proposed, enacted, or promulgated or applied,
 - (i) which could reasonably be expected to have the effect to cease trade in any of the securities of SCC or enjoin, prohibit or impose material limitations or conditions on the completion of the Arrangement, or

- (ii) that, if the Arrangement was completed, could reasonably be expected to result in a Material Adverse Change to Matador or the Resulting Issuer;
- (f) the SCC Continuance Resolution, SCC Board Resolution and Omnibus Plan Resolution will have been approved by the SCC Shareholders;
- (g) the Arrangement Resolution will have been approved by the Matador Shareholders;
- (h) SCC will have delivered all Closing Documents required to be delivered by it in a form and substance satisfactory to Matador and Matador's counsel, each acting reasonably, and Matador will have received all executed counterparts and certified or other copies of such documents as such counsel may reasonably request;
- (i) except pursuant to the exercise of outstanding SCC Broker Warrants and SCC Options set out in Schedule C hereto or as otherwise contemplated herein, SCC will not have issued any SCC Pre-Consolidation Shares, SCC Post-Consolidation Shares, SCC Broker Warrants, SCC Options, or other rights to acquire SCC Pre-Consolidation Shares or SCC Post-Consolidation Shares following the date of this Agreement;
- (j) all necessary documents to be entered into in order to give effect to the Arrangement will be in form and substance satisfactory to Matador, acting reasonably;
- (k) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a Material Adverse Change to SCC;
- (l) the SCC Post-Consolidation Shares issuable to Matador Shareholders at the Effective Time will be issued pursuant to exemptions from the prospectus requirements of the *Securities Act (Alberta)* free and clear of statutory hold periods under Canadian securities laws (other than in respect of control block sales);
- (m) SCC will not be in material default of any of its obligations as a reporting issuer or as a TSXV listed issuer;
- (n) the existing directors and officers of SCC shall have resigned and been replaced by nominees of Matador pursuant to Sections 2.8 and 2.9 hereof;
- (o) All SCC Options shall have been exercised prior to the Effective Time with the gross proceeds thereof payable to SCC, subject only to confirmation that the underlying SCC Pre-Consolidation Shares or SCC Post-Consolidation Shares, as applicable, shall not be subject to escrow pursuant to the regulations of the TSXV. For greater certainty, if such underlying SCC Pre-Consolidation Shares or SCC Post-Consolidation Shares, as applicable, would be subject to escrow pursuant to the regulations of the TSXV, this condition shall not apply; and
- (p) the SCC Arrangement Voting Support Agreements shall have been executed and delivered concurrently with the execution of this Agreement, the SCC Voting Support Agreements shall have been executed and delivered at or before the Effective Time.

7.3 Mutual Conditions

The obligations of the Parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions at or before the Effective Time (any of which may be waived in writing by the mutual agreement of the Parties):

- (a) the Effective Date will occur on or before the Outside Date;
- (b) no provision of any applicable Law and no judgment, injunction, order or decree will be in effect which restrains or enjoins or otherwise prohibits the consummation of the Arrangement;
- (c) the appropriate approval of any Governmental Authority, including all Consents, waivers, permits, orders and Authorizations of any such Governmental Authority in connection with, or required to permit, the consummation of the transactions contemplated hereby, the failure to obtain which or the non-expiry of which would constitute a breach of applicable Law, or would, individually or in the aggregate, be or reasonably be expected to result in a Material Adverse Change to any of the Parties after the Effective Time, will have been obtained or received;
- (d) a sponsor report, an independent valuation and all applicable escrow agreements, each if and as required, will have been delivered to the TSXV in accordance with TSXV policy;
- (e) all Authorizations or Consents and all regulatory authorizations and receipt of all necessary approvals from the TSXV for the listing of the Resulting Issuer Shares, including those to be issued pursuant to the Arrangement (subject to SCC's fulfilling the TSXV's usual and ordinary listing requirements) will have been obtained on terms satisfactory to the Parties;
- (f) the Concurrent Financing shall have been completed, if required by the TSXV;
- (g) each of the Interim Order and Final Order shall have been received on terms acceptable to each of SCC and Matador, each acting reasonably; and
- (h) this Agreement will have not been terminated in accordance with Article 6 of this Agreement.

7.4 Notice and Cure Provisions

Each of Matador, on the one hand, and SCC, on the other hand, will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would reasonably be likely to:

- (a) constitute a material breach of any of its representations or warranties contained herein or which would cause such representations and warranties to be untrue or incorrect in any material respect on the Effective Date; or
- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Effective Date.

Neither Matador, on the one hand, nor SCC, on the other hand, may elect not to complete the Arrangement or the other transactions contemplated hereby pursuant to any of the conditions precedent contained in Sections 7.1 or 7.2, or exercise any termination right arising therefrom, unless forthwith and in any event prior to the Effective Date, Matador, on the one hand, or SCC, on the other hand, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Matador, on the one hand, or SCC, on the other

hand, as the case may be, is asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that Matador, on the one hand, or SCC, on the other hand, as the case may be, is proceeding diligently to cure such matter, if such matter is capable of being cured, the other may not terminate this Agreement until the earlier of the Outside Date and the expiration of a period of 10 days from such notice.

7.5 Satisfaction, Waiver and Release of Conditions

The conditions provided for in this Article 7 will be deemed conclusively to have been satisfied, waived or released when the Articles of Arrangement have been filed as contemplated herein.

ARTICLE 8 CLOSING DELIVERIES

8.1 Closing Documents

Provided that the conditions precedent in Article 7 that must be satisfied prior to the Effective Date are satisfied or waived by the Party or Parties entitled to waive, as the case may be, then on or before the last Business Day prior to the Effective Date the Parties will execute, deliver or cause to be delivered, as the case may be, and as applicable to each of them, the documents and instruments described in Sections 8.2 and 8.3, as applicable (the "**Closing Documents**") to the other party electronically.

8.2 Matador Deliveries

Matador will deliver the following Closing Documents:

- (a) a certificate of a senior officer of Matador and certifying, on behalf of Matador as of the Effective Date, that Matador has complied in all material respects with its covenants in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.2 and 7.3 have been satisfied or are waived;
- (b) a certificate of a senior officer of Matador certifying that the representations and warranties of such company set forth in this Agreement are true and correct in all material respects (except for representations and warranties which are qualified by materiality or other concepts of materiality, in which case they will be true and correct in all respects) on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been materially true and correct (except for a representation or warranty which is qualified by materiality or other concepts of materiality, in which case it will have been true and correct in all respects) as of such date;
- (c) a certificate of good standing or equivalent of Matador;
- (d) a copy of each of the Interim Order and Final Order;
- (e) a certified copy of the Arrangement Resolution;
- (f) a certified copy of the resolutions of the directors of Matador approving the Arrangement and this Agreement;
- (g) consents in writing to act as directors of SCC duly signed by the individuals set forth in Section 2.8;

- (h) evidence of the application of a legend on the certificates representing all SCC Post-Consolidation Shares issuable to the Seed Round Subscribers pursuant to Section 2.5(e) hereof, in form and substance satisfactory to SCC, acting reasonably, evidencing that such Resulting Issuer Shares may not be transferred, offered or sold other than in accordance with the following release schedule:

Proportion Subject to Resale Restrictions	Expiration of Resale Restrictions
20%	The date on which the Resulting Issuer Shares are listed for trading.
20%	3 months from the date the Resulting Issuer Shares are listed for trading.
20%	6 months from the date the Resulting Issuer Shares are listed for trading.
20%	9 months from the date the Resulting Issuer Shares are listed for trading.
20%	12 months from the date the Resulting Issuer Shares are listed for trading.

- (i) evidence satisfactory to SCC and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Matador, and all other matters which, in the reasonable opinion of SCC and its legal counsel, are necessary in connection with the transactions contemplated by this Agreement; and
- (j) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

8.3 SCC Deliveries

SCC will deliver the following Closing Documents:

- (a) a certificate of a senior officer of SCC certifying, on behalf of such company as of the Effective Date, that such company has complied in all material respects with its covenants in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.1 and 7.3 have been satisfied or are waived;
- (b) a certificate of a senior officer of SCC certifying that the representations and warranties of such company set forth in this Agreement are true and correct in all material respects (except for representations and warranties which are qualified by materiality or other concepts of materiality, in which case they will be true and correct in all respects) on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been materially true and correct (except for a representation or warranty which is qualified by materiality or other concepts of materiality, in which case it will have been true and correct in all respects) as of such date;
- (c) a certificate of good standing of each of SCC;
- (d) a certified copy of the SCC Board Resolution, Name Change Resolution, SCC Continuance Resolution, SCC Consolidation Resolution and Omnibus Plan Resolution;

- (e) certified copies of the resolutions of the directors of SCC approving the Arrangement, this Agreement and the issuance of the SCC Post-Consolidation Shares pursuant to the Plan of Arrangement;
- (f) the conditional approval letter or other written communication from the TSXV confirming the conditional listing of the Resulting Issuer Shares, subject to SCC fulfilling the TSXV's usual and ordinary listing requirements;
- (g) resignations and mutual releases in writing from each of the departing incumbent directors and officers of SCC in form and substance acceptable to Matador, acting reasonably;
- (h) evidence satisfactory to Matador and its legal counsel, acting reasonably, of the completion of all corporate proceedings of SCC and all other matters which, in the reasonable opinion of Matador and its legal counsel, are necessary in connection with the transactions contemplated by this Agreement, including without limitation, evidence of completion of each of the Name Change, SCC Consolidation and SCC Continuance; and
- (i) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

8.4 Books and Records

From and after the Effective Time, Matador will retain all Books and Records of SCC, and SCC will deliver such Books and Records at Matador's direction on the Effective Date.

ARTICLE 9 INDEMNIFICATION

9.1 Survival of Representations, Warranties, and Covenants

All representations, warranties, covenants, agreements and obligations of SCC on one hand, or Matador on the other hand, as applicable (the "**Indemnifying Parties**"), contained herein and all claims of the Other Party, as applicable (the "**Indemnitee**"), in respect of any breach of any representation, warranty, covenant, agreement or obligation of any Indemnifying Party contained in this Agreement, will merge on the Effective Date.

9.2 Indemnification

Subject to an Indemnitee's duty to mitigate and to the other terms and conditions of this Article 9, the Indemnifying Party will indemnify and defend the Indemnitee against, and will hold it harmless from and against, and will pay and reimburse it for, any and all Losses incurred or sustained by, or imposed upon, the Indemnitee based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Indemnifying Party contained in this Agreement or in any certificate or instrument delivered by the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Effective Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); and/or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Indemnifying Party pursuant to this Agreement; and

any Losses incurred as a result of or in connection with any action, transaction or matter taken or failed to be taken by the Indemnifying Party prior to the Effective Date.

9.3 Certain Limitations

The aggregate amount of all Losses for which the Indemnifying Party will be liable pursuant to the indemnifications provided for in Section 9.2 will not exceed \$250,000, and the Indemnitee will take all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to or does, give rise thereto, including incurring costs only the minimum extent necessary to remedy the breach that gives rise to such Loss.

9.4 Indemnification Procedures

Any claims for indemnification (the "**Indemnification Claim**") by an Indemnitee will be asserted by the Indemnitee giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnitee becomes aware of the Indemnification Claim. The failure to give such prompt written notice will not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses or is otherwise materially prejudiced by reason of such failure. Such notice by the Indemnitee will describe the Indemnification Claim in reasonable detail will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party will have 30 days after its receipt of such notice to respond in writing to the Indemnification Claim. The Indemnitee will allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Indemnification Claim, and whether and to what extent any amount is payable in respect of the Indemnification Claim and the Indemnitee will assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnitee's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 days period, the Indemnifying Party will be deemed to have rejected the Indemnification Claim, in which case the Indemnitee will be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions of this Agreement.

9.5 Payment

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 9, the Indemnifying Party will satisfy its obligations within 15 Business Days of such agreement or adjudication by wire transfer of immediately available funds. The Parties agree that should the Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable will accrue interest from and including the date of agreement of the Indemnifying Party or adjudication to and including the date such payment has been made at a rate per annum equal to 5%. Such interest will be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

9.6 Exclusive Remedies

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Indemnification Claims (other than Indemnification Claims arising from fraud, criminal activity or willful misconduct on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, will be pursuant to the indemnification provisions set forth in this Article 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the Other Party arising under or based upon any Law, except pursuant to

the indemnification provisions set forth in this Article 9. Nothing in this Section 9.6 will limit any Party's right to seek and obtain any equitable relief to which any Party will be entitled or to seek any remedy on account of any Other Party's fraudulent, criminal activity or wilful misconduct.

ARTICLE 10 CONFIDENTIALITY

The Parties will, and will cause their employees, officers, directors, shareholders, outside advisors, agents, affiliates, Associates and Representatives to, treat any data and information obtained with respect to the Parties, or any of their affiliates or Associates, from any Representative, officer, director or employee of the Parties, or from any books or records of the Parties, confidentially and with commercially reasonable care and discretion, and will not disclose any such information to third parties; provided, however, that the foregoing will not apply to: (a) information in the public domain as at the date hereof or that becomes public through disclosure other than by breach by a Party of the provisions of this Article 10, (b) information that is required to be disclosed by applicable Law or the policies of the TSXV, (c) information that is disclosed by a Party or its affiliates or Associates, on a confidential basis, to any of its agents, accountants, attorneys and prospective lenders or investors in connection with or related to the consummation of the transactions contemplated hereby, including the financing of the transactions contemplated by this Agreement.

In the event that this Agreement is terminated, SCC, on the one hand, and Matador, on the other hand, upon the written request of the other, will, and will cause its Representatives to, promptly deliver to the applicable Party(ies) any and all documents or other materials furnished by such Party(ies) or their respective affiliates in connection with this Agreement without retaining any copy thereof. In the event of such request, all other documents, whether analyses, compilations or studies, that contain or otherwise reflect the information furnished by a Party, will be destroyed by the applicable receiving Party or will be returned and the applicable Party(ies) will confirm in writing that all such materials have been returned or destroyed. No failure or delay by any Party(ies) in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Parties recognize and agree that in the event of a breach by any Party of this section, money damages would not be an adequate remedy for such breach and, even if money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained therefrom. Accordingly, if there should be a breach or threatened breach by any Party(ies) of the provisions of this section, the other applicable Party(ies), will be entitled to an injunction restraining any breach without showing or proving actual damage sustained by such Party(ies). Nothing in the preceding sentence will limit or otherwise affect any remedies that the non-violating Party(ies) may otherwise have under applicable Law.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notice

Any notice delivered or emailed will be deemed to have been given and received on the Business Day next following the date of delivery or email, as the case may be. Any notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date it is posted, provided that if between the time of mailing and actual receipt of the notice there will be a mail strike, slow down or other labour dispute which might affect delivery of the notice by mail, then the notice will be effective only if actually delivered. Any notice, request, consent, agreement or approval which may or is required to be

given pursuant to this Agreement and the transactions contemplated thereby will be in writing and will be sufficiently given or made if mailed or emailed, in the case of:

- (a) SCC, addressed as follows:

Scaling Capital 1 Corp.
Suite 800, 333 7th Avenue S.W.
Calgary, Alberta
T2P 2Z1 Canada

Attention: Alex Tapscott
E-mail: [Redacted – Personal Information]

- (b) Matador, addressed as follows:

Matador Gold Technologies Inc.
1 University Avenue, Unit 300
Toronto, Ontario
M5J 2P1 Canada

Attention: Deven Soni
E-mail: [Redacted – Personal Information]

11.2 Assignment

No Party may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other Parties.

11.3 Binding Effect

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.4 Time of the Essence

Time is of the essence hereof.

11.5 Governing Law

This Agreement will be governed by and construed in accordance with the Laws of the province of Ontario and the federal Laws of Canada applicable therein.

11.6 Entire Agreement

This Agreement together with the Matador Disclosure Letter, constitutes the entire agreement and understanding between and among the Parties with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto including, without limitation, the Letter of Intent.

11.7 Amendment or Waiver

Subject to any requirements imposed by Law or by any court having jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties. No waiver of

any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

11.8 Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

11.9 Counterparts and Delivery

This Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

11.10 Expenses

Each Party shall be responsible for its own expenses in connection with the Arrangement and other matters contemplated hereby, other than with respect to any fees payable to the TSXV in connection with the matters contemplated hereby in respect of which each Party shall be responsible for 50% of such fees. Notwithstanding the foregoing, the Parties agree and acknowledge that (i) Matador shall be solely responsible for all fees payable in connection with Personal Information Forms and any formal valuation required to be submitted to the TSXV in connection with the matters contemplated hereby; and (ii) the legal fees incurred by SCC following the execution of the Letter of Intent in connection with all matters contemplated hereby shall not exceed C\$150,000 in the aggregate, exclusive of taxes and disbursements.

11.11 Further Assurances

Each of the Parties agrees that each will promptly furnish to the other such further documents and take or cause to be taken such further actions as may reasonably be required in order to effect this Agreement and the Arrangement. Each Party hereto agrees to execute and deliver such instruments and documents as the other Parties may reasonably require in order to carry out the intent of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

SCALING CAPITAL 1 CORP.

Per: (signed) "Alex Tapscott"
Authorized signatory

MATADOR GOLD TECHNOLOGIES INC.

Per: (signed) "Deven Soni"
Authorized signatory

SCHEDULE A
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT

respecting

MATADOR GOLD TECHNOLOGIES INC.

made pursuant to

Section 182 of the *Business Corporations Act* (Ontario)

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**3(a)(10) Securities**” means the SCC Post-Consolidation Shares, SCC Options, SCC RSUs and SCC PSUs issuable to Matador Securityholders pursuant to the Arrangement;

“**ABCA**” means the *Business Corporations Act* (Alberta);

“**Arrangement**” means the arrangement under section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made (i) in accordance with the Arrangement Agreement or Article 5 hereof; (ii) at the direction of the Court either in the Interim Order or the Final Order (with the consent of both of SCC and Matador, each acting reasonably); or (iii) with the consent of both SCC and Matador, each acting reasonably;

“**Arrangement Agreement**” means the agreement made as of October 16, 2024 between SCC and Matador, together with the schedules attached thereto, as amended, amended and restated or supplemented from time to time in accordance therewith prior to the Effective Date, providing for, among other things, the Arrangement;

“**Arrangement Resolution**” means the special resolution of the Matador Securityholders approving the Plan of Arrangement substantially in the form attached as a Schedule to the Arrangement Agreement;

“**Articles of Arrangement**” means the articles of arrangement of Matador in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which shall be in form and substance satisfactory to SCC and Matador, each acting reasonably;

“**Business Day**” means any day other than a Saturday or Sunday or a statutory or civic holiday in the cities of Calgary, Alberta or Toronto, Ontario;

“**Certificate of Arrangement**” means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Depository**” means the Person appointed by SCC to act as depository in connection with the Arrangement at its offices set out in the Letter of Transmittal;

“**Director**” means the Director appointed pursuant to section 278 of the OBCA;

“**Dissenting Shareholder**” means a holder of Matador Shares who dissents in respect of the Arrangement Resolution in strict compliance with Section 3.1;

“**Effective Date**” means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement;

“**Effective Time**” means 12:01 a.m. (Toronto Time) on the Effective Date;

“**Final Order**” means the final order made after application to the Court approving the Arrangement, as such order may be amended by the Court at any time prior to the Effective Date (with the consent of both SCC and Matador, each acting reasonably) or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of both SCC and Matador, each acting reasonably) on appeal;

“**Interim Order**” means the interim order made after application to the Court, containing declarations and directions in respect of the notice to be given in respect of, and the conduct of, the Matador Meeting and the Arrangement, as such order may be amended, supplemented or varied by the Court (with the consent of both SCC and Matador, each acting reasonably);

“**Letter of Transmittal**” means the Letter of Transmittal for use by Matador Securityholders, in the form accompanying the Matador Circular;

“**Liens**” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

“**Matador**” means Matador Gold Technologies Inc., a company existing under the OBCA;

“**Matador Board**” means the board of directors of Matador;

“**Matador Circular**” means the notice of the Matador Meeting to be sent to Matador Securityholders and the management information circular to be prepared in connection with the Matador Meeting, together with any amendments thereto or supplements thereof,

and any other information circular or proxy statement which may be prepared in connection with the Matador Meeting;

“**Matador Meeting**” means the special meeting, including any adjournments or postponements thereof, of the Matador Securityholders to be held to consider, among other things, and, if deemed advisable, to approve the Arrangement Resolution;

“**Matador Plans**” means, collectively, the stock option plan and restricted share unit plan of Matador approved by the Matador Board on November 30, 2021;

“**Matador Optionholders**” means, at any time, the holders of Matador Options;

“**Matador Options**” means outstanding stock options issued pursuant to, or governed by, the Matador Plans;

“**Matador PSU Holders**” means, at any time, the holders of Matador PSUs;

“**Matador PSUs**” means outstanding performance share units of Matador;

“**Matador RSU Holders**” means, at any time, the holders of Matador RSUs;

“**Matador RSUs**” means outstanding restricted share units issued pursuant to, or governed by, the Matador Plans;

“**Matador Securityholders**” means, at any time, Matador Shareholders, Matador Optionholders, Matador RSU Holders and Matador PSU Holders, collectively;

“**Matador Shareholders**” means, at any time, the holders of Matador Shares;

“**Matador Shares**” means the common shares in the capital of Matador immediately prior to the Effective Time;

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Party**” means SCC or Matador, as applicable herein;

“**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

“**SCC**” means Scaling Capital 1 Corp., a company existing under the ABCA;

“**SCC Consolidation**” means the consolidation of the issued and outstanding SCC Pre-Consolidation Shares on the basis of one Post-Consolidation Share for every 2.5 SCC Pre-Consolidation Shares outstanding, to be effected prior to the Arrangement;

“**SCC Options**” means incentive stock options of SCC.;

"**SCC Pre-Consolidation Shares**" means the common shares of SCC immediately prior to the SCC Consolidation;

"**SCC Post-Consolidation Shares**" means the common shares of SCC immediately following the SCC Consolidation;

"**SCC PSUs**" means performance share units of SCC;

"**SCC RSUs**" means restricted share units of SCC;

"**Section 3(a)(10) Exemption**" shall have the meaning ascribed thereto in Section 2.4;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder; and

"**U.S. Tax Code**" means the United States Internal Revenue Code of 1986, as amended.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement.

1.2 Sections and Headings

The division of this Plan of Arrangement into sections and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to a section or a schedule refers to the specified section of, or schedule to, this Plan of Arrangement.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular only shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any Party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in any letter of transmittal contemplated herein are local time (Toronto, Ontario) unless otherwise stipulated herein or therein.

1.6 Statutory Reference

Any reference in this Plan of Arrangement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2 ARRANGEMENT

2.1 Binding Effect

This Plan of Arrangement is made pursuant to the provisions of the Arrangement Agreement and constitutes an arrangement as referred to in section 182 of the OBCA. The Arrangement will become effective at, and be binding at and after, the Effective Time on: (i) SCC; (ii) Matador; (iii) all Matador Shareholders; (iv) all Matador Optionholders; (v) all Matador RSU Holders; (vi) all Matador PSU Holders; (vii) all holders of any security into which the Matador Option, Matador PSUs and/or Matador RSUs may be exercised, exchanged or otherwise converted pursuant to Section 2.3 of this Plan of Arrangement; and (viii) the Depository.

2.2 Integrated Transaction

No portion of this Plan of Arrangement will take effect with respect to any Person until the Effective Time. Further, each of the events listed in Section 2.3 will be, without affecting the timing set out in Section 2.3, mutually conditional, such that no event described in Section 2.3 may occur without all steps occurring, and those events will affect the integrated transaction which constitutes the Arrangement.

2.3 Arrangement

Commencing at the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

- (a) The Matador Plans shall be cancelled and shall have no further force or effect, and no holder of any Matador Options, Matador RSUs or Matador PSUs shall have any further rights thereunder (including, but not limited to, any rights arising in connection with the change of control of Matador thereunder).
- (b) All Matador RSUs shall be cancelled and each Matador RSU Holder will receive, as consideration for their Matador RSUs, one SCC RSU governed by the New Plans which shall result in the issuance of one SCC Post-Consolidation Share upon vesting for each Matador RSU held on substantially the same terms as the Matador RSU being replaced.
- (c) All Matador PSUs shall be cancelled and each Matador PSU Holder will receive, as consideration for their Matador PSUs, one SCC PSU governed by the New Plans which shall result in the issuance of one SCC Post-Consolidation Share upon

vesting for each Matador PSU held on substantially the same terms as the Matador PSU being replaced.

- (d) All Matador Options shall be cancelled and each Matador Optionholder will receive, as consideration for their Matador Options, one SCC Option governed by the New Plans exercisable to acquire one SCC Post-Consolidation Share for each Matador Option held on substantially the same terms as the Matador Options being replaced.
- (e) Each Matador Share held by a Dissenting Shareholder entitled to be paid fair value for its Matador Shares will be deemed to be transferred by the holder thereof, without any further act or formality on its part, to SCC and thereupon each Dissenting Shareholder will have only the rights set out in Section 3.1 and each Dissenting Shareholder will cease to be the holder of such Matador Shares.
- (f) Each outstanding Matador Share (other than those Matador Shares acquired from Dissenting Shareholders under Section 2.3(b)) held by a Matador Shareholder, other than SCC, shall, without any further act or formality on its part, be transferred and assigned to SCC, in exchange for one SCC Post-Consolidation Share for each Matador Share so transferred and assigned.
- (g) With respect to each Matador Share transferred and assigned to SCC in accordance with Section 2.3(f), the holder of such Matador Share immediately prior to such transfer and assignment:
 - (i) shall cease to be the holder thereof, the name of such holder shall be removed from the register maintained by or on behalf of Matador in respect of the Matador Share, and the name of SCC shall be added to the register maintained by or on behalf of Matador in respect of the Matador Share as the holder of such Matador Share;
 - (ii) shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Matador Share to SCC; and
 - (iii) shall be added to the registers maintained by or on behalf of SCC in respect of the SCC Post-Consolidation Shares as the holder of the SCC Post-Consolidation Shares issued to such holder as consideration therefor.
- (h) For purposes of the OBCA, the amount added to the stated capital in respect of the SCC Post-Consolidation Shares issued to the holders of the Matador Shares shall be equal to the fair market value of the Matador Shares in consideration for which such SCC Post-Consolidation Shares were issued.

2.4 U.S. Securities Laws

Notwithstanding any provision herein to the contrary, each of the parties to the Arrangement agree that the Arrangement will be carried out with the intention that 3(a)(10)

Securities to be issued in the United States in connection with the Arrangement shall be exempt pursuant to the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereunder and applicable state securities laws.

2.5 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens.

2.6 Fully-Paid Shares

All SCC Post-Consolidation Shares issued pursuant to the Plan of Arrangement shall be fully paid and non-assessable and SCC shall be deemed to have received the full consideration therefor and all non-cash consideration shall have a value that is not less in value than the fair equivalent of the money that SCC would have received had such SCC Post-Consolidation Shares been issued for money.

2.7 Articles of Arrangement

Notwithstanding anything to the contrary in the Arrangement Agreement, this Plan of Arrangement or the OBCA, (i) the articles of arrangement in respect of the Arrangement filed by Matador, which articles of arrangement shall be in form and substance satisfactory to SCC and Matador, each acting reasonably, shall be deemed to be the Articles of Arrangement of Matador for all purposes, including for purposes of the Arrangement Agreement, this Plan of Arrangement, the Arrangement and the OBCA, and (ii) SCC shall not be required to file any articles of arrangement to give effect to the Arrangement.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Rights of Dissent for Matador Shareholders

Matador Shareholders may exercise rights of dissent with respect to the Matador Shares pursuant to and in the manner set forth in section 185 of the OBCA and this Section 3.1 in connection with the Arrangement Resolution; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by Matador not later than 5:00 p.m. (Toronto time) on the Business Day immediately preceding the Matador Meeting. Matador Shareholders who duly and properly exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Matador Shares shall be entitled to be paid by SCC such fair value and will not be entitled to any other payment or consideration to which such Matador Shareholders would have been entitled under the Arrangement had such Matador Shareholders not exercised dissent rights in respect of Matador Shares; or

- (b) are ultimately not entitled, for any reason, to be paid fair value for their Matador Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Matador Shares,

but in no case shall Matador or any other Person be required to recognize such Matador Shareholders as holders of Matador Shares after the Effective Time, and the names of such Matador Shareholders shall be removed from the register of holders of Matador Shares at the Effective Time.

ARTICLE 4 CERTIFICATES AND FRACTIONAL SHARES

4.1 Issuance of Certificates Representing SCC Post-Consolidation Shares

4.1.1 Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented one or more Matador Shares that were ultimately exchanged under the Plan of Arrangement into one or more SCC Post-Consolidation Shares, together with such other documents and instruments as would have been required to effect the transfer of the shares formerly represented by such certificate under the OBCA and the by-laws of Matador, and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, a certificate representing that number (rounded down or up to the nearest whole number in accordance with Section 4.3) of SCC Post-Consolidation Shares into which such holder's Matador Shares were ultimately exchanged (together with any dividends or distributions with respect thereto pursuant to Section 4.2).

4.1.2 In the event of a transfer of ownership of Matador Shares that is not registered in the transfer records of Matador, a certificate representing the proper number of SCC Post-Consolidation Shares may be issued to the transferee if the certificate representing such Matador Shares is presented to the Depository, accompanied by all documents required to evidence and effect such transfer. Until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented Matador Shares that were exchanged pursuant to this Plan of Arrangement shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender (i) the certificates representing SCC Post-Consolidation Shares as contemplated by this Section 4.1, and (ii) any dividends or distributions with a record date after the Effective Time theretofore paid or payable with respect to SCC Post-Consolidation Shares as contemplated by Section 4.2.

4.2 Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions declared or made after the Effective Time with respect to SCC Post-Consolidation Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Matador Shares, unless and until the holder of record of such certificate shall surrender such certificate in accordance with Section 4.1. Subject to

applicable Law, at the time of such surrender of any such certificate, there shall be paid to the holder of record of the certificates representing whole Matador Shares, without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole SCC Post-Consolidation Share and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole SCC Post-Consolidation Share.

4.3 No Fractional Shares

No certificates or scrip representing fractional SCC Post-Consolidation Shares shall be issued upon the surrender for exchange of certificates pursuant to Section 4.1 and no dividend, stock split or other change in the capital structure of SCC shall relate to any such fractional security and such fractional interests shall not entitle the owner thereof to exercise any rights as a securityholder of SCC. The number of SCC Post-Consolidation Shares to be issued to any Person pursuant to this Plan of Arrangement shall be rounded to the nearest whole SCC Post-Consolidation Share. For greater certainty, (i) where such fractional interest is greater than or equal to 0.5, the number of SCC Post-Consolidation Shares to be issued will be rounded up to the nearest whole number and, (ii) where such fractional interest is less than 0.5, the number of SCC Post-Consolidation Shares will be rounded down to the nearest whole number. In calculating such fractional interests, all SCC Post-Consolidation Shares registered in the name of, or beneficially held by, a holder of SCC Post-Consolidation Shares, or their respective nominee, shall be aggregated.

4.4 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Matador Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depository will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more SCC Post-Consolidation Shares (and any dividends or distributions with respect thereto pursuant to Section 4.2) to which the holder thereof is entitled to under the Arrangement and this Plan of Arrangement deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom certificates representing SCC Post-Consolidation Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to SCC, Matador and the Depository in such sum as SCC may direct or otherwise indemnify SCC, Matador and the Depository in a manner satisfactory to SCC, Matador and the Depository against any claim that may be made against SCC, Matador and the Depository with respect to the certificate alleged to have been lost, stolen or destroyed.

4.5 Extinction of Rights

Any certificate which immediately prior to the Effective Time represented outstanding Matador Shares and not deposited with all other instruments required by Section 4.1 on or prior to the sixth anniversary of the Effective Date, shall cease to represent a claim or

interest of any kind or nature as a securityholder of SCC. On such date, the SCC Post-Consolidation Shares to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled, shall be deemed to have been surrendered to SCC, together with all entitlements to dividends, distributions and interest thereon held for such former registered holder. None of SCC, Matador or the Depositary shall be liable to any Person in respect of any SCC Post-Consolidation Shares (or dividends, distributions and interest in respect thereof) delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

4.6 Withholding Rights

Any Person shall be entitled to deduct or withhold from any dividend or amount otherwise payable to any other Person as contemplated under this Plan of Arrangement or the Arrangement Agreement such amounts as such Person is required, or reasonably believes is required, or is permitted to be deducted or withheld with respect to such payment under the Tax Act, the U.S. Tax Code or any provision of provincial, state, local or foreign Tax Law, in each case as amended. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate taxing authority. The Person is hereby authorized to withhold and sell, or otherwise require the other Person to irrevocably direct the sale through a broker and irrevocably direct the broker to pay the proceeds of such sale of, such portion of any share or other security otherwise issuable to the other Person as is necessary to provide sufficient funds to the Person, to enable it to comply with such deduction or withholding requirement and the Person shall notify the other Person and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority. Notwithstanding the foregoing, the Person shall not withhold securities where the other Person has made arrangements to timely satisfy any such amounts required or permitted to be deducted or withheld, in advance, to the satisfaction of the Person.

4.7 Calculations

All amounts of consideration to be received under this Plan of Arrangement will be calculated to the nearest cent (Cdn\$0.01) or to the nearest hundredth of one percent (0.01%), as applicable. All calculations and determinations by SCC, Matador or the Depositary, as applicable, for the purposes of this Plan of Arrangement shall be conclusive, final and binding.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement

- (a) SCC and Matador may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii)

approved by SCC and Matador in writing, (iii) filed with the Court and, if made following the Matador Meeting, approved by the Court and (iv) communicated to Matador Securityholders if and as required by the Court.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by SCC or Matador at any time prior to the Matador Meeting (provided that the other Party shall have consented thereto in writing) with or without any other prior notice or communication, and if so proposed and accepted by the Matador Securityholders voting at the Matador Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Matador Meeting shall be effective only if (i) it is consented to in writing by each of SCC and Matador (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by Matador Securityholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by SCC, provided that it concerns a matter which, in the reasonable opinion of SCC, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Matador Shares, Matador Options, Matador RSUs or Matador PSUs or their successors or assigns.
- (e) Notwithstanding anything in this Plan of Arrangement or the Arrangement Agreement, SCC and Matador shall be entitled at any time prior to or following the Matador Meeting, to modify this Plan of Arrangement with respect to Sections 1.1 and 2.3, provided such modifications are not materially adverse to the financial or economic interests of Matador Securityholders as set forth under Section 2.3.
- (f) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order further to document or evidence any of the transactions or events set out herein.

6.2 Paramountcy

From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Matador Shares (including pursuant to investor rights agreements), Matador Options, Matador RSUs or Matador PSUs;
- (b) the rights and obligations of the holders of Matador Shares, Matador Options, Matador RSUs and Matador PSUs and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Matador Shares, Matador Options, Matador RSUs and Matador PSUs shall be deemed to have been settled, compromised, released and determined without any liability except as set forth herein.

6.3 Termination

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement. Upon the termination of this Plan of Arrangement pursuant to the Arrangement Agreement, no Party shall have any liability or further obligation to any other Party hereunder other than as set out in the Arrangement Agreement.

SCHEDULE B

ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Matador Gold Technologies Inc. (the "**Company**"), as more particularly described and set forth in the management information circular (the "**Circular**") of the Company accompanying the notice of this meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**") involving the Company, the full text of which is set out as Schedule A to the arrangement agreement dated October 16, 2024 between Scaling Capital 1 Corp. and the Company (the "**Arrangement Agreement**"), as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
3. The Arrangement Agreement, and all the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the securityholders of the Company or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the directors of the Company are hereby authorized and empowered without further notice to or approval of the securityholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make application to the Court for an order approving the Arrangement and to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the OBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE C

LIST OF SCC CONVERTIBLE SECURITIES

Security Type	Number	Grant Date	Expiry Date	Exercise Price	Vesting
SCC Options	1,700,000	February 10, 2023	February 10 2033	\$0.10	Immediately
SCC Broker Warrants	450,000	February 10, 2023	February 10, 2028	\$0.10	Immediately