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**BUSINESS COMBINATION AGREEMENT**

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**BETWEEN**

**JUSTIFY CAPITAL CORP.**

**- AND -**

**EVERYDAY PEOPLE FINANCIAL INC.**

**DATED AS OF**

**DECEMBER 6, 2021**

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## BUSINESS COMBINATION AGREEMENT

**THIS BUSINESS COMBINATION AGREEMENT** (the "**Agreement**") is made as of the 6<sup>th</sup> day of December, 2021.

### **BETWEEN:**

**JUSTIFY CAPITAL CORP.**, a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as "**Justify**")

- and -

**EVERYDAY PEOPLE FINANCIAL INC.**, a corporation incorporated under the laws of the Province of Alberta

(hereinafter referred to as "**EP**")

**WHEREAS** Justify is a "Capital Pool Company" as defined in the Policy (as defined herein) and wishes to complete a "Qualifying Transaction" (as defined in the Policy) with EP;

**AND WHEREAS**, on the terms and subject to the conditions set forth herein, the Parties (as defined herein) propose to combine the businesses and assets of Subco (as defined herein) and EP to create Amalco (as defined herein), which shall constitute the Qualifying Transaction (as defined herein) of Justify pursuant to the Policy, such that upon completion of the Qualifying Transaction, the business and assets of EP will become the primary business and primary assets of Amalco (as defined herein), a wholly-owned subsidiary of Justify;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby covenant and agree as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"**Act**" means the *Business Corporations Act* (Alberta), as from time to time amended or re-enacted;

"**Affiliate**" has the meaning ascribed thereto in the Act;

"**Agency Agreement**" means the agency agreement to be entered into among EP, Justify and the Agents with respect to the EP Subscription Receipt Private Placement;

"**Agents**" means, collectively, Cantor Fitzgerald Canada Corporation and ATB Capital Markets Inc.;

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and similar expressions refer to this business combination agreement, together with the schedules hereto, as the same may be amended or supplemented from time to time;

"**Amalco**" means the corporation formed upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;

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

"**Amalgamating Parties**" means, collectively, Subco and EP;

"**Amalgamation**" means the amalgamation of the Amalgamating Parties pursuant to Section 181 of the Act on the terms and conditions set forth in this Agreement and the Amalgamation Agreement;

"**Amalgamation Agreement**" means the agreement to be entered into between Justify, Subco and EP in respect of the Amalgamation, in substantially the form attached hereto as Schedule A;

"**Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 4.1(mm);

"**Applicable Law(s)**" means all laws, statutes, codes, ordinances, decrees, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, that, in a context that refers to one or more Persons, apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Government Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Applicable Securities Laws**" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder and the policies and rules of the TSXV, as the foregoing may be amended or re-enacted from time to time;

"**Arbitration Act**" means the *Arbitration Act* (Alberta), as from time to time amended or re-enacted;

"**Articles of Amalgamation**" means the articles of amalgamation providing for the Amalgamation to be filed with the Registrar by the Amalgamating Parties in order to effect the Amalgamation pursuant to subsection 185(1) of the Act;

"**Assets**" means all of the right, title, estate and interest in and to the property and assets, real and personal, moveable and immovable, of whatsoever nature and kind and wheresoever situate of EP and the EP Subsidiaries;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as from time to time amended or re-enacted;

"**Board Reconstitution**" means the reconstitution of the board of directors of Justify to consist of eight (8) directors to allow for the appointments described in Section 2.1(h);

"**BPO**" means BPO Collections Limited, a corporation incorporated pursuant to the laws of Scotland, United Kingdom, and a wholly-owned subsidiary of EP;

"**BPO Annual Financial Statements**" means the audited financial statements of BPO as at and for the financial years ended September 30, 2020 and 2019, including the notes thereto and the report of BPO's auditors thereon;

"**Business Day**" means any day other than a Saturday or Sunday or a day recognized as a holiday in Vancouver, British Columbia or Edmonton, Alberta;

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

"**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Registrar on receipt of the Articles of Amalgamation pursuant to subsection 185(4) of the Act;

"**Claim**" has the meaning ascribed thereto in Section 9.3;

"**Climb**" means Everyday People Climb Credit Inc., formerly Climb Credit Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and a wholly-owned subsidiary of EP;

"**Climb Transaction**" means the acquisition by EP of the issued and outstanding shares of Climb pursuant to an amalgamation agreement dated June 7, 2021 among EP, 1305860 B.C. Ltd. and Climb;

"**Closing**" means the completion of the Qualifying Transaction on the terms and subject to the conditions set forth in this Agreement;

"**Confidential Information**" refers to any and all information acquired by or made available to a Disclosee or its Representatives by a Disclosing Party or its Representatives, which shall include, without limiting the generality of the foregoing, all information (written, oral or in electronic form) furnished by or on behalf of a Disclosing Party to, or otherwise obtained by, a Disclosee or its Representatives which is or would reasonably be considered to be confidential or proprietary in nature, including, but not limited to, all financial information, plans, legal opinions, names of shareholders, private investors, joint venture partners and arrangements, which information is or may be either applicable to or related in any way to the assets, business or affairs of a Disclosing Party, together with all analyses, compilations, notes, data, studies or other material or documents prepared by or on behalf of a Disclosee or its Representatives containing or based upon, in whole or in part, information acquired by a Disclosee or its Representatives during the course of its review, provided, however, that Confidential Information shall not include information which:

- (a) at the time of disclosure or thereafter becomes generally available to the public other than as a result of any act or omission by the Disclosee or any of its Representatives or anyone to whom the Disclosee or any of its Representatives transmitted such information;
- (b) is or becomes lawfully known to the Disclosee or any of its Representatives on a non-confidential basis and not in contravention of Applicable Laws from a source other than the Disclosing Party or its Representatives, provided that such source is not to the Disclosee's or its Representative's knowledge (and being aware of no reasonable basis for determining otherwise) bound by a confidentiality agreement with the Disclosing Party or

otherwise prohibited from transmitting the information to the Disclosee or its Representatives by a contractual, legal or fiduciary obligation; or

- (c) is already in the knowledge or possession of the Disclosee or its Representatives prior to its being made available or furnished to the Disclosee or its Representatives by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Disclosee or its Representatives by a contractual, legal or fiduciary obligation,

provided that any combination of the information which comprises part of the Confidential Information shall not be deemed to be non-proprietary information merely because individual parts of that information were within the public domain or with the prior lawful possession of the Disclosee or its Representatives unless the combination itself was within the public domain or in the prior lawful possession of the Disclosee or its Representatives;

**"Continuance"** means the continuance of Justify under the Act before the Effective Time, including the Name Change;

**"Debt Instrument"** means a loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money;

**"Direct Claim"** has the meaning ascribed thereto in Section 9.3;

**"Disclosee"** means a Party which receives Confidential Information;

**"Disclosing Party"** means a Party which furnishes Confidential Information;

**"Dissent Rights"** means, as applicable, the dissent rights exercisable by: (i) the Dissenting EP Shareholders with respect to the Amalgamation; or (ii) the Dissenting Justify Shareholders with respect to the Continuance;

**"Dissenting EP Shareholder"** means a registered EP Shareholder who, in connection with the special resolution of the EP Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 191 of the Act in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its EP Shares and who has not withdrawn the notice of objection as permitted by Section 191 of the Act;

**"Dissenting EP Shares"** means the EP Shares held by Dissenting EP Shareholders;

**"Dissenting Justify Shareholder"** means a registered Justify Shareholder who, in connection with the special resolution of the Justify Shareholders approving the Continuance, has exercised the right to dissent pursuant to Part 8, Division 2 of the BCBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Justify Shares and who has not withdrawn the notice of dissent as permitted by Part 8, Division 2 of the BCBCA;

**"Dissenting Justify Shares"** means the Justify Shares held by Dissenting Justify Shareholders;

**"Documents"** means this Agreement, the Amalgamation Agreement and the Filing Statement;

**"Effective Time"** means 12:01 a.m. (Edmonton time) on the Qualifying Transaction Date;

"**EP**" means Everyday People Financial Inc., a corporation incorporated pursuant to the laws of the Province of Alberta;

"**EP Annual Financial Statements**" means the audited consolidated financial statements of EP as at and for the financial years ended September 30, 2020, 2019 and 2018, including the notes thereto and the report of EP's auditors thereon;

"**EP Broker Warrants**" means the non-transferable broker warrants of EP to be issued to the Agents in connection with the EP Subscription Receipt Private Placement, each EP Broker Warrant entitling the holder thereof to purchase one EP Share at a price of \$1.00 per EP Share for a period of 24 months following the date of closing of the EP Subscription Receipt Private Placement, in accordance with its terms, the 206,637 broker warrants of Climb assumed in connection with the Climb Transaction and any additional broker warrants of EP issued prior to the Effective Time and in compliance with the terms of this Agreement;

"**EP Convertible Debenture Private Placement**" means the sale of up to \$5,000,000 aggregate principal amount of EP Convertible Debentures by EP on a non-brokered private placement basis;

"**EP Convertible Debentures**" means the convertible debentures issued or to be issued under the EP Convertible Debenture Private Placement, convertible into EP Shares at a conversion price of \$1.00;

"**EP Disclosure Letter**" means the disclosure letter dated the date hereof delivered by EP to Justify;

"**EP Financial Statements**" means, collectively, the EP Annual Financial Statements, the EP Interim Financial Statements, the EP Homes Annual Financial Statements and the BPO Annual Financial Statements;

"**EP Homes**" means Everyday People Homes Inc., formerly Bridge to Homeownership Investments Ltd., a corporation incorporated pursuant to the laws of the Province of Alberta, and a wholly-owned subsidiary of EP;

"**EP Homes Annual Financial Statements**" means the audited consolidated financial statements of EP Homes as at and for the financial years ended September 30, 2020 and 2019, including the notes thereto and the report of EP Homes' auditors thereon;

"**EP Information**" means the information included in the Filing Statement (including information incorporated into the Filing Statement by reference, if any) describing EP, the EP Subsidiaries and the business, operations and affairs carried on by EP;

"**EP Interim Financial Statements**" means the unaudited condensed consolidated interim financial statements of EP as at and for the nine months ended June 30, 2021, including the notes thereto;

"**EP Liquidity Warrants**" means the 8,810,879 liquidity penalty warrants of EP issued in connection with the Climb Transaction, each EP Liquidity Warrant entitling the holder to receive, for no additional consideration, 0.10 EP Shares in the event that the EP Shares (or equivalent shares of EP or a successor entity or resulting issuer to EP) are not qualified, listed and posted for trading prior to 5:00 p.m. (Edmonton time) on December 31, 2021;

**"EP Meeting"** means the annual and special meeting of EP Shareholders to be held in order to approve, among other things, the Amalgamation and any and all adjournments of such meeting;

**"EP Options"** means the 3,291,697 options of EP granted to certain directors, officers, employees and consultants of EP or the EP Subsidiaries, each EP Option entitling the holder thereof to purchase one EP Share at an exercise price of \$0 - \$1.00 per EP Share, in accordance with its terms, and any additional options of EP granted to directors, officers, employees and consultants of EP or the EP Subsidiaries prior to the Effective Time and in compliance with the terms of this Agreement;

**"EP Private Placements"** means the EP Convertible Debenture Private Placement and the EP Subscription Receipt Private Placement;

**"EP Security Agreement"** means the cooperation agreement dated October 1, 2021 between Hatch Holdings Ltd., SHE Holdings Ltd., Tyler Hatch, Henok Kassaye, EP Security Capital Inc. and EP;

**"EP Securityholder"** means a holder of EP Shares, EP Options, EP Warrants or EP Broker Warrants immediately prior to the Effective Time;

**"EP Shareholder"** means a holder of EP Shares from time to time, and **"EP Shareholders"** means all of such holders;

**"EP Shares"** means the class "A" shares in the capital of EP, as presently constituted on the date hereof;

**"EP Subscription Receipt Private Placement"** means the sale of a minimum of 3,000,000 EP Subscription Receipts at a price of \$1.00 per EP Subscription Receipt by EP on a brokered private placement basis through the Agents pursuant to the Agency Agreement and the Subscription Receipt Agreement for aggregate gross proceeds to EP of a minimum of \$3,000,000;

**"EP Subscription Receipt Warrants"** means, collectively, the warrants to purchase EP Shares issued or issuable upon conversion of the EP Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement and the Warrant Indenture and forming a part of the EP Units, each whole EP Subscription Receipt Warrant entitling the holder thereof to purchase one EP Share at an exercise price of \$1.25 per EP Share for a period of 24 months following the Qualifying Transaction Date, in accordance with its terms;

**"EP Subscription Receipts"** means the subscription receipts to be issued under the EP Subscription Receipt Private Placement and pursuant to the terms of the Subscription Receipt Agreement for a purchase price of \$1.00 per EP Subscription Receipt, each such EP Subscription Receipt being automatically converted into one EP Unit immediately prior to the Effective Time; provided that in the event that the escrow release conditions have not been satisfied by 5:00 p.m. (Edmonton time) on the date that 120 days from the closing date of the EP Subscription Receipt Private Placement as set out in the Subscription Receipt Agreement, each of the then issued and outstanding EP Subscription Receipts shall be cancelled;

**"EP Subsidiaries"** means the Subsidiaries of EP set forth on Schedule 4.1(b) of the EP Disclosure Letter;

**"EP Unit"** means a notional unit issued or issuable by EP upon conversion of the EP Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement and consists of one

EP Share and one-half of one EP Subscription Receipt Warrant, subject to adjustment in certain events;

**"EP Warrants"** means the 4,053,398 warrants to purchase EP Shares, each EP Warrant entitling the holder thereof to purchase one EP Share at an exercise price of \$0.66 - \$1.25 per EP Share, in accordance with its terms, and also includes, as applicable, the EP Subscription Receipt Warrants and any additional warrants to purchase EP Shares issued prior to the Effective Time and in compliance with the terms of this Agreement;

**"Exchange Ratio"** means one (1);

**"fair value"** where used in relation to an EP Share held by a Dissenting EP Shareholder, means fair value as determined by a court under Section 191 of the Act or as agreed between EP and the Dissenting EP Shareholder, and where used in relation to a Justify Share held by a Dissenting Justify Shareholder, means payout value as determined by a court under Part 8, Division 2 of the BCBCA or as agreed between Justify and the Dissenting Justify Shareholder;

**"Filing Statement"** means the filing statement of Justify to be prepared in accordance with the Policy in connection with the Qualifying Transaction;

**"Governing Documents"** means, in respect of each of Justify, Subco and EP, its governing documents, including, as applicable, its certificate, notice of articles and articles, as amended, or its certificate and articles of incorporation, as amended, and all similar articles, and its by-laws, as amended;

**"Government Authority"** means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency, authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for certainty, includes the TSXV;

**"IFRS"** means International Financial Reporting Standards as adopted by the International Accounting Standards Board;

**"in writing"** means written information, including documents, files, software and books and records made available, delivered or produced to one Party by or on behalf of another Party;

**"Indemnifiable Damages"** has the meaning ascribed thereto in Section 9.1;

**"Indemnified Party"** has the meaning ascribed thereto in Section 9.3;

**"Indemnifying Party"** has the meaning ascribed thereto in Section 9.3;

**"Intellectual Property"** means all intellectual property, including, without limitation, any know how, technology, technical data, proprietary processes, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), new and useful art, process, machine, manufacture or composition of matter or any new and useful improvement in any art, process, machine, manufacture or composition of matter, inventions, works of authorship, designs, indicia of origin of EP or any EP Subsidiary, and includes all patents, copyrights, trademarks, industrial designs, and trade secrets relating thereto;

**"Justify"** means Justify Capital Corp., a corporation incorporated pursuant to the laws of the Province of British Columbia and, for greater certainty and as the context requires, includes Justify Capital Corp. following completion of the Continuance;

**"Justify Annual Financial Statements"** means the audited financial statements of Justify as at and for the year ended July 31, 2021 and the period from the date of incorporation on July 28, 2020 to July 31, 2020, including the notes thereto and the report of Justify's auditors thereon;

**"Justify Broker Warrants"** means the 100,000 broker warrants to purchase Justify Shares issued to Haywood Securities Inc., each Justify Broker Warrant entitling Haywood Securities Inc. to purchase one Justify Share at an exercise price of \$0.15 per Justify Share until October 15, 2022, in accordance with its terms;

**"Justify Financial Statements"** means the Justify Annual Financial Statements;

**"Justify Information"** means the information included in the Filing Statement (including information incorporated into the Filing Statement by reference, if any) describing Justify, Subco and the business, operations and affairs carried on by Justify;

**"Justify Meeting"** means the annual and special meeting of the Justify Shareholders held on November 24, 2021 for the purposes set out in Section 2.1(b);

**"Justify Options"** means the 300,000 options of Justify granted to the directors and officers of Justify, each Justify Option entitling the holder thereof to purchase one Justify Share at an exercise price of \$0.15 per Justify Share until October 15, 2025, in accordance with its terms;

**"Justify Replacement Broker Warrants"** means the non-transferable broker warrants of Justify to acquire Justify Shares to be issued in replacement of the EP Broker Warrants outstanding immediately prior to the Effective Time, each Justify Replacement Broker Warrant entitling the holder thereof to purchase one Justify Share at a price equal to the quotient arrived at by dividing the exercise price per EP Share of each such EP Broker Warrant immediately prior to the Effective Time by the Exchange Ratio until the expiry date of each such EP Broker Warrant being replaced by a Justify Replacement Broker Warrant, in accordance with its terms;

**"Justify Replacement Options"** means the options of Justify to acquire Justify Shares to be issued in replacement of the EP Options outstanding immediately prior to the Effective Time, each Justify Replacement Option entitling the holder thereof to purchase one Justify Share at a price equal to (subject to Section 2.1(i)) the quotient arrived at by dividing the exercise price per EP Share of each such EP Option immediately prior to the Effective Time by the Exchange Ratio until the expiry date of each such EP Option being replaced by a Justify Replacement Option, in accordance with its terms;

**"Justify Replacement Warrants"** means the warrants of Justify to acquire Justify Shares to be issued in replacement of the EP Warrants outstanding immediately prior to the Effective Time, each Justify Replacement Warrant entitling the holder thereof to purchase one Justify Share at a price equal to the quotient arrived at by dividing the original exercise price per EP Share of each such EP Warrant immediately prior to the Effective Time by the Exchange Ratio until the expiry date of each such EP Warrant being replaced by a Justify Replacement Warrant, in accordance with its terms;

**"Justify Shareholder"** means a holder of Justify Shares from time to time, and **"Justify Shareholders"** means all of such holders;

**"Justify Shares"** means the common shares in the capital of Justify, as presently constituted on the date hereof or as constituted after the Continuance, as the context requires;

**"Letter of Intent"** means the Letter of Intent dated May 7, 2021 between Justify and EP, as amended;

**"Liability"** means any direct or indirect indebtedness, guarantee, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, and shall include any or all liability for Taxes, irrespective of whether such Taxes are then due and payable;

**"Material Adverse Change"** means, in respect of any Person, any one or more changes, events or occurrences which, either individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, capital, property, obligations (whether absolute, accrued, conditional or otherwise), liabilities or financial condition of that Person and its Subsidiaries taken as a whole, or prevent, materially delay or hinder that Person from performing its respective obligations under this Agreement or materially impede the consummation of the transactions contemplated by this Agreement, other than any change, event or occurrence: (i) affecting the Person's industry in general; (ii) in or relating to general political, economic, financial or capital market conditions (including any reduction in market indices); (iii) in or relating to IFRS or regulatory accounting requirements; or (iv) in or relating to any change in Applicable Laws or any interpretation, application or non-application thereof by any Government Authority; provided, however, that such effect referred to in clause (i) above does not have a disproportionate effect on that Person and its Subsidiaries (taken as a whole) compared to other companies of similar size operating in the same industry;

**"Material Contracts"** has the meaning ascribed thereto in Section 4.1(ss);

**"Material Event"** means:

- (a) the occurrence of any Material Adverse Change;
- (b) a tender or exchange offer for some or all of the shares of a Party is made or publicly proposed to be made by another Person or has been publicly disclosed or a Party shall have learned that the shares held by any shareholder of the Party, as of the date hereof, who holds more than 10% of the outstanding shares of the Party at such date, shall have been acquired or agreed to be acquired by another Person or by Persons acting jointly or in concert therewith;
- (c) other than in connection with the obligations of EP pursuant to the EP Private Placements, any other transaction, action or event contemplated by this Agreement, and the existing contractual obligations of a Party that have been previously publicly disclosed or disclosed in writing to the other Party, an event whereby a Party shall have:
  - (i) issued or authorized, or proposed the issuance of: (i) any shares in the capital of the Party of any class; (ii) any securities convertible into, or rights, warrants or options to acquire, any such shares; or (iii) other convertible securities;

- (ii) issued or authorized or proposed the issuance of any other securities in respect of, in lieu of, or in substitution for, all or any of the presently outstanding shares;
  - (iii) declared or paid any dividend on or distributed any shares of its capital stock or redeemed or repurchased any issued shares; or
  - (iv) authorized or proposed or announced its intention to propose any merger, business combination transaction, shareholder rights protection plan or similar plan or agreement, acquisition or disposition of assets or material change in its capitalization or settled or forgave any indebtedness or made a change in any terms of employment or compensation of any Person, director or officer or granted any bonus to such Persons or created, assumed or increased any indebtedness, or created or assumed any encumbrance on the business, assets or operation of a Party, or any comparable event not in the ordinary course of business;
- (d) any halt or suspension of trading in, or any cease trade order with respect to, securities of a Party; and
- (e) the existence of any threatened, instituted or pending action or proceeding before any court or governmental agency or other regulatory or administrative agency or commission or by any other Person which materially and adversely affects a Party, directly or indirectly, other than as disclosed by one Party to the other in writing prior to the date hereof;

**"material fact"** has the meaning ascribed thereto in the Securities Act;

**"misrepresentation"** has the meaning ascribed thereto in the Securities Act;

**"Name Change"** means the change of name of Justify to "Everyday People Financial Corp.", or such other name as agreed to by the Parties and acceptable to each Government Authority having jurisdiction, in either case in connection with the Continuance;

**"New Share Incentive Plan"** means the proposed omnibus share incentive plan of Justify following completion of the Qualifying Transaction;

**"Party"** means each of Justify and EP, and **"Parties"** means both of them;

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

**"Personnel Obligations"** means any obligations or liabilities of a Party or any of its Subsidiaries to pay any amount to its or its Subsidiaries' directors, officers, employees and consultants (other than for salary, bonuses under its or their existing bonus arrangements and directors' fees in the ordinary course, in each case in amounts consistent with historic practices, and for obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary and usual course of business) and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries to directors, officers, employees and consultants:

- (a) for payments on or in connection with any change in control of such Party pursuant to any agreements, policies or arrangements, including the payments specified herein; and
- (b) for any special incentive bonus payments and commitments;

"**Policy**" means Policy 2.4 – *Capital Pool Companies* of the TSXV;

"**Public Information Record**" means all news releases, material change reports, financial statements, prospectuses and all other documents filed by or on behalf of a Person with the Securities Authorities in accordance with Applicable Laws;

"**Qualifying Transaction**" means the reverse takeover of Justify by EP, to be effected pursuant to the Amalgamation, whereby EP will acquire 100% of the issued and outstanding securities of Justify;

"**Qualifying Transaction Date**" means the date the Qualifying Transaction is completed, as evidenced by the issuance of the Certificate of Amalgamation giving effect to the Amalgamation;

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations under section 263 of the Act;

"**Regulatory Approval**" means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over either Party or any Subsidiary of a Party which is required or advisable to be obtained in order to permit the Qualifying Transaction to be effected, including, without limitation, the approval of the TSXV and "**Regulatory Approvals**" means all such approvals, consents, waivers, permits, orders or exemptions;

"**Reporting Jurisdictions**" means the provinces of British Columbia, Alberta and Ontario;

"**Representatives**" means the directors, officers, employees, advisors and counsel of a Person;

"**Securities Act**" means the *Securities Act* (Alberta) and the regulations thereunder, as from time to time amended;

"**Securities Authorities**" means the securities commissions in the Reporting Jurisdictions and the TSXV collectively;

"**Subco**" means the corporation to be incorporated by Justify pursuant to the laws of the Province of Alberta and that will be a wholly-owned Subsidiary of Justify;

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

"**Subscription Receipt Agreement**" means the subscription receipt agreement to be entered into between Odyssey Trust Company, as subscription receipt agent, EP and the Agents governing the EP Subscription Receipts and pursuant to which a portion of the proceeds of the EP Subscription Receipt Private Placement will be held in escrow until completion of the Qualifying Transaction;

"**Subsidiary**" has the meaning ascribed thereto in the Act;

"**Tax Act**" means the *Income Tax Act* (Canada), RSC 1985, c 1 (5<sup>th</sup> Supp), as the same may be amended or re-enacted from time to time, including the regulations promulgated thereunder;

"**Taxes**" has the meaning ascribed thereto in Section 4.1(u);

"**Third Party Claim**" has the meaning ascribed thereto in Section 9.3;

"**Transaction Expenses**" has the meaning ascribed thereto in Section 14.3(a);

"**TSXV**" means the TSX Venture Exchange Inc.;

"**TSXV Escrow Agreement**" means the escrow agreement to be entered into between a licensed third party trustee, as escrow agent, Justify and certain Principals (as that term is defined in the policies of the TSXV) and other Persons, if required by the TSXV, in accordance with the policies of the TSXV in connection with the completion of the Qualifying Transaction; and

"**Warrant Indenture**" means the warrant indenture to be entered into between Odyssey Trust Company, as warrant agent, EP and the Agents governing the EP Subscription Receipt Warrants.

## **1.2 Number and Gender**

Words importing the singular number include the plural and vice versa and words importing gender include all genders.

## **1.3 Deemed Currency**

In the absence of a specific designation of any currency, any undenominated dollar amount herein shall be deemed to refer to Canadian dollars.

## **1.4 Headings, etc.**

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

## **1.5 Date for any Action**

Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

## **1.6 Statutory References**

Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time. References to any agreement or document will be to such agreement or document (together with all appendices, schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time.

## **1.7 Knowledge**

In this Agreement, references to the "knowledge of Justify" means the actual knowledge of Richard Graham after due inquiry, and references to the "knowledge of EP" means the actual knowledge of Barret Reykdal and Mayank Mahajan, in each case, after due inquiry.

## **1.8 Schedule**

The following Schedule is attached to and forms an integral part of this Agreement:

Schedule A – Form of Amalgamation Agreement

## **ARTICLE 2 THE QUALIFYING TRANSACTION**

### **2.1 Qualifying Transaction**

Each Party hereby agrees, unless such steps have already been completed, that, as soon as reasonably commercially practicable after the date hereof or at such other time as is specifically indicated below in this Section 2.1, and, to the extent required, subject to the terms and conditions of this Agreement, and, to the extent required, receipt of all shareholder approvals and Regulatory Approvals, it shall take the following steps indicated for it:

- (a) Justify shall incorporate Subco pursuant to the laws of the Province of Alberta, with its articles and by-laws to be in a form satisfactory to EP, acting reasonably;
- (b) Justify shall call and convene the Justify Meeting at which the Justify Shareholders will be asked, among other things, to approve the Continuance (described below), the Board Reconstitution and the New Share Incentive Plan, and Justify shall use all commercially reasonable efforts to obtain the approval of the Justify Shareholders for the foregoing matters;
- (c) EP shall call and convene the EP Meeting at which the EP Shareholders will be asked to approve the Amalgamation described in this Agreement and the Amalgamation Agreement, and EP shall use all commercially reasonable efforts to obtain the approval of the EP Shareholders for the foregoing matters;
- (d) in accordance with the terms of the certificates representing the EP Convertible Debentures, the EP Convertible Debentures shall be automatically converted into EP Shares immediately prior to the Effective Time;
- (e) in accordance with the terms of the Subscription Receipt Agreement, each EP Subscription Receipt shall be automatically converted into one EP Unit immediately prior to the Effective Time;
- (f) Justify shall continue under the Act and effect the Name Change in connection therewith;
- (g) EP and Subco shall amalgamate, effective at the Effective Time, by way of statutory amalgamation under the Act on the terms and subject to the conditions contained in this Agreement and the Amalgamation Agreement and continue as Amalco with the name "Everyday People Financial Inc.", or such other name as agreed to by the Parties, and

Justify hereby covenants and agrees to issue the securities required to be issued in connection with the Amalgamation. The Parties shall cause the Articles of Amalgamation to be filed with the Registrar to effect the Amalgamation. Pursuant to the terms of the Amalgamation Agreement, under the Amalgamation, at the Effective Time:

- (i) EP and Subco will amalgamate and continue as Amalco;
  - (ii) each EP Share outstanding immediately prior to the Effective Time held by a Dissenting EP Shareholder will become an entitlement to be paid the fair value of such share;
  - (iii) each EP Share (other than those held by Dissenting EP Shareholders) outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such EP Share shall receive (subject to Section 2.1(h) regarding fractional shares) such number of fully paid and non-assessable Justify Shares as is equal to the Exchange Ratio;
  - (iv) each Subco Share outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, Amalco shall issue one Amalco Share to Justify;
  - (v) each EP Option outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such EP Option shall receive (subject to Section 2.1(h) regarding fractional options) such number of Justify Replacement Options as is equal to the Exchange Ratio;
  - (vi) each EP Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such EP Warrant shall receive (subject to Section 2.1(h) regarding fractional warrants) such number of Justify Replacement Warrants as is equal to the Exchange Ratio;
  - (vii) each EP Broker Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such EP Broker Warrant shall receive (subject to Section 2.1(h) regarding fractional warrants) such number of Justify Replacement Broker Warrants as is equal to the Exchange Ratio;
  - (viii) as consideration for the issuance of Justify Shares to EP Shareholders to effect the Amalgamation, Amalco will issue to Justify one Amalco Share for each Justify Share so issued;
  - (ix) the property of each of Subco and EP shall continue to be the property of Amalco and Amalco shall continue to be liable for the obligations of each of Subco and EP; and
  - (x) Amalco will be a direct wholly-owned Subsidiary of Justify;
- (h) as soon as practicable after the Effective Time and in accordance with normal commercial practice, the Amalgamation Agreement and Section 2.7(f), Justify shall issue or cause to be issued certificates, Direct Registration System advices or electronic positions within CDS representing the appropriate number of Justify Shares, Justify Replacement Options, Justify Replacement Warrants and Justify Replacement Broker Warrants to the applicable

former EP Securityholders. No fractional Justify Shares, Justify Replacement Options, Justify Replacement Warrants or Justify Replacement Broker Warrants will be delivered to any EP Securityholder otherwise entitled thereto, any such fractions will be rounded down to the nearest whole number and no cash amount will be payable in lieu thereof;

- (i) it is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the exchange of an EP Option for Justify Replacement Options; and
- (j) the Parties shall take any other actions and do any other things, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Qualifying Transaction, provided that nothing in this Agreement shall prevent or limit the ability of the directors of each of Justify, Subco and EP to fulfill their fiduciary or statutory duties.

## **2.2 Restrictions on Securities**

The Parties acknowledge and agree that the securities of Justify issued pursuant to the terms and conditions provided herein will be subject to compliance with Applicable Securities Laws. In particular, EP acknowledges and agrees that, in accordance with the policies of the TSXV, securities of Justify issued to certain EP Securityholders will be subject to escrow and/or seed share resale restrictions under the policies of the TSXV and Applicable Securities Laws. EP shall use commercially reasonable efforts to arrange for each former EP Securityholder that is required to have securities of Justify issued pursuant to Section 2.1 escrowed in accordance with the policies of the TSXV, and to enter into and deliver to the escrow agent for filing with the TSXV a TSXV Escrow Agreement in respect of their Justify securities.

## **2.3 Statutory Amalgamation Requirements**

Upon the shareholders of each of the Amalgamating Parties approving this Agreement by special resolution in accordance with the ABCA, and provided that the conditions to Closing under Article 8 have been satisfied or waived, the Amalgamating Parties shall jointly file with the Registrar under the ABCA, the Articles of Amalgamation and such other documents as may be required pursuant to the ABCA.

## **2.4 Dissenting EP Shareholders**

EP Shares which are held by a Dissenting EP Shareholder shall not be exchanged for Justify Shares pursuant to the Amalgamation. However, if a Dissenting EP Shareholder fails to perfect or effectively withdraws such Dissenting EP Shareholder's claim under section 191 of the ABCA or forfeits such Dissenting EP Shareholder's right to make a claim under section 191 of the ABCA or if such EP Shareholder's rights as an EP Shareholder are otherwise reinstated, such EP Shareholder's EP Shares shall thereupon be deemed to have been exchanged for Justify Shares as of the Effective Time as prescribed herein. Registered EP Shareholders entitled to vote may exercise Dissent Rights with respect to their EP Shares in connection with the Amalgamation pursuant to and in the manner set forth under section 191 of the ABCA. EP shall give Justify prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by EP and shall promptly provide Justify with copies of such notices and written objections and all other correspondence related thereto.

## **2.5 Outstanding Justify Convertible Securities**

At the Effective Time, the Justify Options and Justify Broker Warrants outstanding immediately prior to the Effective Time shall continue in effect unamended.

## **2.6 Officer and Board Appointments**

The Parties hereby acknowledge and agree that concurrently with the completion of the Amalgamation the following individuals will be appointed officers and directors of Justify as follows:

### **Officers:**

Chief Executive Officer: Barret Reykdal

Chief Financial Officer: Mayank Mahajan

President of BPO: Graham Rankin

President of Climb: Ryan Watt

Senior Vice President of Operations and Corporate Secretary: Renata Berlingo

Senior Vice President: Morgan Russell

Senior Vice President: Darren Wagner

Senior Vice President: Taylor Inglis

### **Directors:**

Jamie Horvat

Nitin Kaushal

Remo Mancini

Rob Pollock

Barret Reykdal

David Robinson

Scott Sinclair

Amy ter Haar

provided that such officers and directors of Justify may be changed at EP's option, subject to any required Regulatory Approvals. The directors and officers of Justify immediately prior to the completion of the Amalgamation shall duly execute and deliver to Justify resignations and releases in accordance with Section 13.2(j).

## **2.7 Implementation Covenants**

### **(a) Filing Statement.**

- (i) The Filing Statement shall be acceptable in form and substance to each of EP and Justify, each acting reasonably.

- (ii) Justify shall furnish all such Justify Information as may be reasonably required in the preparation of the Filing Statement and other documents related thereto, and Justify shall ensure that all Justify Information included in the Filing Statement complies with Applicable Laws and, without limiting the generality of the foregoing, that the Justify Information will not contain a misrepresentation, and, in that regard, the Filing Statement will set out the Justify Information in the form approved by Justify.
  - (iii) EP shall furnish all such EP Information as may be reasonably required in the preparation of the Filing Statement and other documents related thereto, and EP shall ensure that all EP Information included in the Filing Statement complies with Applicable Laws and, without limiting the generality of the foregoing, that the EP Information will not contain a misrepresentation, and, in that regard, the Filing Statement will set out the EP Information in the form approved by EP.
  - (iv) Each of EP and Justify shall ensure that the Filing Statement complies in all material respects with all Applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any misrepresentations (provided that EP shall not be responsible for the accuracy of any information relating solely to Justify or Subco and Justify shall not be responsible for the accuracy of any information relating solely to EP or an EP Subsidiary).
  - (v) Each Party shall promptly notify the other Party if, at any time before the Closing, it becomes aware that the Filing Statement contains a misrepresentation, or otherwise requires an amendment or supplement; and the Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and Justify shall, if required by the TSXV or Applicable Law, file any amendment or supplement to the Filing Statement with the applicable securities regulatory authority as required.
- (b) **Meeting Documentation.**
- (i) EP shall duly prepare the documentation required in connection with the EP Meeting, and deliver such documentation to EP Shareholders; and
  - (ii) Justify shall duly prepare the documentation required in connection with the Justify Meeting, and deliver such documentation to Justify Shareholders.
- (c) **Listing.** Justify, with the assistance of EP, shall use its commercially reasonable efforts to have the issuance of all of the Justify Shares issuable pursuant to, or as a consequence of, the Amalgamation accepted by the TSXV. Each Party shall provide the other with all communications sent to or received from the TSXV or any Securities Authorities in connection with the Qualifying Transaction and stock exchange listing.
- (d) **Preparation of Filings.** Justify and EP shall cooperate in the preparation of all applications for all approvals and the preparation of any other documents and taking of all actions reasonably deemed by Justify and EP, as the case may be, to be necessary to discharge their respective obligations under Applicable Laws in connection with each step of the Qualifying Transaction and all other matters contemplated in the Filing Statement and this Agreement. In furtherance of the foregoing:

- (i) Each of Justify and EP shall furnish to the other all such information concerning it and its securityholders (and in the case of Justify, also concerning Subco), as may be required to effect the Qualifying Transaction and the actions described in this Article 2. Each of Justify and EP covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Qualifying Transaction will, to the best of its knowledge, contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used; and
  - (ii) Each of Justify and EP shall promptly notify the other if at any time before the Qualifying Transaction Date it becomes aware that the Filing Statement contains a misrepresentation, or otherwise requires an amendment or supplement to the Filing Statement. In any such event, Justify and EP shall cooperate in the preparation of a supplement or amendment to the Filing Statement, as required and as the case may be, and, if required, shall cause the same to be distributed to Justify Shareholders, EP Securityholders and/or filed with the Securities Authorities.
- (e) **Amalgamation Agreement.** The Parties hereby acknowledge and agree that the Amalgamation Agreement to be entered into pursuant to the Act in connection with the Amalgamation shall be substantially in the form attached as Schedule A. Subject to the terms and conditions of this Agreement and subject to and following the receipt of all Regulatory Approvals, Justify shall cause Subco to deliver to EP the duly executed Articles of Amalgamation and related documents which will be filed by EP with the Registrar.
- (f) **Justify Shares and Procedures.** As soon as reasonably practicable after the Effective Time, Justify shall issue or cause to be issued to each former EP Shareholder the certificates, Direct Registration System advices or electronic positions within CDS representing the Justify Shares to which such former EP Shareholder is entitled to receive, all in accordance with the provisions of the Amalgamation Agreement.

### **ARTICLE 3 PUBLICITY**

#### **3.1 Publicity**

So long as this Agreement is in effect, Justify and EP shall advise, consult and cooperate with each other prior to issuing, or permitting any of their directors, officers, employees or agents to issue, any news release or other written public or private statement to the press with respect to this Agreement and the Qualifying Transaction contemplated hereby from the date hereof until the Qualifying Transaction Date. Each such Party shall not issue any such news release or make any such written public or private statement prior to such consultation, except as may be required by Applicable Law or by obligations pursuant to any listing agreement with a stock exchange and only after using its reasonable efforts to consult with the other Party taking into account the time constraints to which it is subject as a result of such Applicable Law or obligation.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of EP**

EP hereby represents and warrants to Justify as follows, and acknowledges and confirms that Justify is relying upon the representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) EP has been duly incorporated and is validly existing under the laws of the Province of Alberta, is current and up-to-date with all filings required to be made by it in such jurisdiction and has the corporate power to own and operate its assets and carry on its business as currently conducted;
- (b) other than the EP Subsidiaries, EP has no Subsidiaries;
- (c) EP has full corporate power, capacity and authority to undertake all steps of the Qualifying Transaction contemplated by this Agreement and the Amalgamation Agreement and to carry out its obligations hereunder and thereunder;
- (d) the authorized capital of EP consists of an unlimited number of voting EP Shares, an unlimited number of voting Class "B" shares, an unlimited number of non-voting Class "C" shares, an unlimited number of non-voting Class "D" shares, an unlimited number of Class "E", Class "F" and Class "G" non-voting redeemable retractable preferred shares, and an unlimited number of Class "H" and Class "I" non-voting redeemable retractable preferred shares, of which 98,636,335 EP Shares are issued and outstanding as at the date hereof;
- (e) the issued and outstanding EP Shares have been duly authorized, validly allotted and issued as fully paid and non-assessable shares in the capital of EP and, except as set forth on Schedule 4.1(e) of the EP Disclosure Letter, in compliance in all material respects with all Applicable Laws and Applicable Securities Laws;
- (f) 97,698,527 EP Shares are uncertificated and no EP Shareholder holding uncertificated EP Shares has, at any time, requested that they receive a share certificate certifying their ownership of such EP Shares;
- (g) the written list of certificated and uncertificated EP Shares prepared by Odyssey Trust Company dated effective November 30, 2021 and provided to Justify accurately reflects the appropriate ownership of the EP Shares;
- (h) Schedule 4.1(h) of the EP Disclosure Letter sets forth, as of the date hereof, the holders of all convertible securities of EP and the number, exercise price and expiration date of each grant to such holders;
- (i) EP is not a "reporting issuer" (as such term is defined in the Securities Act) nor an associate of any reporting issuer and the EP Shares do not trade on any stock exchange;
- (j) other than that which has been considered herein or pursuant to the Agency Agreement, which, for the avoidance of doubt, includes, but is not limited to, the EP Options, EP Convertible Debentures, EP Subscription Receipts, EP Warrants, EP Broker Warrants and EP Liquidity Warrants, as the case may be, or as set forth on Schedule 4.1(j) of the EP

Disclosure Letter, EP is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any EP Shares or securities convertible into or exchangeable for EP Shares;

- (k) other than as set forth on Schedule 4.1(k) of the EP Disclosure Letter, EP is, directly or indirectly, the registered and beneficial owner of all of the issued and outstanding shares of the EP Subsidiaries and neither EP nor the EP Subsidiaries is party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of the EP Subsidiaries or securities convertible into or exchangeable for any securities of the EP Subsidiaries;
- (l) each of EP and the EP Subsidiaries has all requisite corporate capacity, power and authority, and possesses all material certificates, authorizations, permits and licenses issued by the appropriate federal, provincial or municipal regulatory agencies or bodies necessary to conduct its business as now conducted by it and to own or lease its Assets and is in compliance in all material respects with such certificates, authorizations, permits or licenses and has not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization, permit or license which, alone or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations or financial condition of EP and the EP Subsidiaries, taken as a whole;
- (m) each of the Documents has been, or at the Effective Time will be, duly authorized, executed and delivered by EP and this Agreement constitutes, and, when executed, the Amalgamation Agreement will constitute, a legal, valid and binding obligation of EP, enforceable against it in accordance with its respective terms, subject only to any limitation under bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting the enforcement of creditors' rights generally, and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (n) the entering into and the performance by EP of the transactions contemplated herein and in the Amalgamation Agreement, to the knowledge of EP:
  - (i) do not require any Regulatory Approval, except the approval of the TSXV and Regulatory Approvals under Applicable Securities Laws;
  - (ii) will not contravene any statute or regulation of any Government Authority which is binding on EP or the EP Subsidiaries, as the case may be, where such contravention would materially and adversely affect the business, operations or condition (financial or otherwise) of EP and the EP Subsidiaries, taken as a whole; and
  - (iii) other than as set forth on Schedule 4.1(n) of the EP Disclosure Letter, will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the Governing Documents or resolutions of EP or the EP Subsidiaries or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which EP or the EP Subsidiaries is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would materially and adversely affect the business, operations

or condition (financial or otherwise) of EP and the EP Subsidiaries, taken as a whole;

- (o) other than as set forth on Schedule 4.1(o) of the EP Disclosure Letter, there are no suits, actions or litigation or arbitration proceedings or governmental proceedings in progress, pending or, to the knowledge of EP, contemplated or threatened, to which EP or any of the EP Subsidiaries is a party or to which the property of EP or any of the EP Subsidiaries is subject. There is not presently outstanding against EP or the EP Subsidiaries any judgment, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;
- (p) the EP Financial Statements have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position of EP as at such dates and do not omit to state any material fact that is required by IFRS or by Applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (q) since the date of the of EP Interim Financial Statements, there has not been any Material Adverse Change in the affairs, operations or condition of EP or any EP Subsidiary or its Assets and no event has occurred or circumstance exists which may result in such a Material Adverse Change;
- (r) neither EP nor the EP Subsidiaries has any material outstanding indebtedness or any material Liabilities or obligations (whether accrued, accruing, absolute, contingent or otherwise) other than as set forth in the EP Financial Statements or incurred in the ordinary course of operating the business of EP or any EP Subsidiary;
- (s) all information that has been prepared by EP relating to EP or the EP Subsidiaries and their respective business, property and liabilities, disclosed or provided to Justify or to be included in the Filing Statement, including all financial or operational information, was or will be true and correct in all material respects as at the date of such information, and no fact or facts have been or will be omitted therefrom which would make such information materially misleading other than future-oriented information which was subject to assumptions which were set out therein and which, in the opinion of EP, were reasonable under the circumstances;
- (t) all filings and fees required to be made or paid by EP or the EP Subsidiaries pursuant to Applicable Laws have been made or paid and such filings were or will be true and accurate as at the respective dates thereof;
- (u) all taxes (including income tax, capital tax, sales tax, excise tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by each of EP and the EP Subsidiaries have been paid as required by Applicable Laws, except for where the failure to pay such taxes would not constitute an adverse material fact of EP and the EP Subsidiaries, taken as a whole, or result in a Material Adverse Change to EP and the EP Subsidiaries, taken as a whole. Other than as set forth on Schedule 4.1(u) of the EP Disclosure Letter, all Tax returns, declarations, withholdings, remittances and filings required to be made or filed by each of EP and the EP Subsidiaries have been made or filed with all appropriate Government Authorities as and when required by Applicable Laws

and all such returns, declarations, withholdings, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading except where the failure to file such documents would not constitute an adverse material fact of EP and the EP Subsidiaries, taken as a whole, or result in a Material Adverse Change to EP and the EP Subsidiaries, taken as a whole. To the knowledge of EP: (i) no examination of any Tax return of EP or the EP Subsidiaries by any Government Authority is currently in progress; and (ii) there are no issues or disputes outstanding with any Government Authority respecting any Taxes that have been paid, or may be payable, by EP or the EP Subsidiaries. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to EP or the EP Subsidiaries;

- (v) other than as set forth on Schedule 4.1(v) of the EP Disclosure Letter, there is no Person acting or purporting to act at the request of EP who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (w) since the date of its incorporation, EP has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing;
- (x) other than as set forth in the EP Financial Statements or as set forth on Schedule 4.1(x) of the EP Disclosure Letter, neither EP nor the EP Subsidiaries is party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;
- (y) other than as set forth in the EP Financial Statements or as set forth on Schedule 4.1(y) of the EP Disclosure Letter, neither EP nor the EP Subsidiaries has granted to a third party any security interest in respect of the assets thereof;
- (z) neither EP nor the EP Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of EP or the EP Subsidiaries to compete in any line of business, or to transfer or move any of its respective assets or operations or which materially or adversely affects the business practices, operations or condition of EP or the EP Subsidiaries or which would prohibit or restrict EP or the EP Subsidiaries from entering into and completing the Qualifying Transaction;
- (aa) neither EP nor any of the EP Subsidiaries is a party to any agreement which in any manner affects the voting control of any of the EP Shares, the voting shares of any EP Subsidiary or other securities of EP or any EP Subsidiary;
- (bb) each of EP and the EP Subsidiaries has conducted and is conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on business and with all Applicable Laws material to its operations;
- (cc) EP is not aware of any pending or contemplated change to any Applicable Law or governmental position that would materially affect the business of EP or the EP Subsidiaries as currently conducted or the legal environment under which EP or the EP Subsidiaries operate;

- (dd) other than as set forth on Schedule 4.1(dd) of the EP Disclosure Letter, EP does not have any health, welfare, supplemental unemployment benefit, bonus, incentive, profit sharing, deferred compensation, stock purchase, stock compensation, stock option, share appreciation rights, disability, pension or retirement plans and other employee compensation or benefit plans, policies, arrangements, practices or undertakings, whether oral or written;
- (ee) other than as set forth on Schedule 4.1(ee) of the EP Disclosure Letter,
  - (i) there are no written or oral contracts of employment entered into with any employees or contractors of EP; and
  - (ii) no employee, contractor, officer or director of EP is party to a change of control, severance, termination, golden parachute or similar agreement or provision or would receive under such agreement or provision as a result of the Closing:
    - (A) any payment (including severance, unemployment compensation, "golden parachute", bonus or otherwise) or increase in benefits otherwise payable; or
    - (B) any increase in the rate of, or acceleration of the time of payment or vesting of, wages, salaries, commissions, bonuses, incentive compensation or other remuneration, severance entitlement, or benefits otherwise payable;
- (ff) EP is not subject to any collective agreement, either directly or by operation of law, with any trade union or association which may qualify as a trade union. There are no outstanding labour tribunal (administrative or judicial) proceedings of any kind related to any labour or employment obligation under any Applicable Laws, including unfair labour practice proceedings or any proceedings which could result in certification of a trade union as bargaining agent for any employees of EP. No material claim relating to termination of employment with EP is pending or, to the knowledge of EP, threatened. To the knowledge of EP, there are no threatened or apparent union organizing activities involving employees of EP nor are is EP currently negotiating any collective agreement;
- (gg) EP is in material compliance with all material terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, occupational health and safety, workers compensation, human rights and privacy, and no event has occurred that, with notice or lapse of time or both, would constitute a material breach, violation or default of such terms and conditions of employment and Applicable Laws by EP;
- (hh) EP is not subject to any outstanding or pending grievance, complaint, investigation, order, claim of wrongful dismissal, constructive dismissal, unfair labour practice, human rights violation or any other similar dispute relating to employment or termination of employment or relationships with employees, consultants or independent contractors and, to the knowledge of EP, there is no basis for such grievance, complaint, investigation, order or claim, except, in each case, as would not materially and adversely affect the business, operations or condition (financial or otherwise) of EP and the EP Subsidiaries, taken as a whole;

- (ii) other than as set forth in the EP Financial Statements, neither EP nor the EP Subsidiaries has any loan or other indebtedness outstanding which has been made to any of its shareholders, directors, officers or employees, past or present, or any Person with which it does not deal at "arm's length" (within the meaning of such term for purposes of the Tax Act);
- (jj) the auditors of EP, EP Homes and BPO who audited the EP Financial Statements and who provided their audit report thereon are independent public accountants as required under Applicable Law;
- (kk) there has never been a "disagreement" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the current auditors of EP;
- (ll) neither EP nor any EP Subsidiary has made any assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. No receiver or interim receiver has been appointed in respect of EP or any EP Subsidiary or its assets and no execution or distress has been levied on any such assets, nor have proceedings been commenced in respect of any of the foregoing;
- (mm) the operations of EP are and have been conducted at all times in material compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Authority to which they are subject, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any Government Authority involving EP with respect to the Anti-Money Laundering Laws is, to the knowledge of EP, pending or threatened;
- (nn) neither EP nor any director or officer of EP, nor, to the knowledge of EP, any employee, agent or other Person acting on behalf of EP has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (oo) on or before the Qualifying Transaction Date, EP and its securityholders and its board of directors will have taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the Amalgamation Agreement;
- (pp) EP has no associates (as such term is defined in the Securities Act), other than the EP Subsidiaries, and is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, co-tenancy, joint venture or other similar jointly owned business;
- (qq) neither EP nor the EP Subsidiaries is subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons;

- (rr) no Person, other than EP and the EP Subsidiaries, has a right to own any Assets and there are no agreements or commitments by EP or the EP Subsidiaries to purchase property or assets, other than in the ordinary course of business;
- (ss) the material contracts of EP and the EP Subsidiaries set forth on Schedule 4.1(ss) of the EP Disclosure Letter and to be listed in the Filing Statement (the "**Material Contracts**") are the only material contracts currently in effect. The Filing Statement will contain a complete and accurate list of all the Material Contracts;
- (tt) all Material Contracts are in full force and effect, and EP and/or the EP Subsidiaries are entitled to all rights and benefits thereunder in accordance with the terms thereof. All of the Material Contracts are valid and binding obligations of EP and/or the EP Subsidiaries 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. Other than as set forth on Schedule 4.1(tt) of the EP Disclosure Letter, EP and/or the EP Subsidiaries have complied in all material respects with all terms of such Material Contracts, have paid all amounts due thereunder, have not waived any rights thereunder and no material default or breach exists in respect thereof on the part of EP and/or the EP Subsidiaries or, to the knowledge of EP, on the part of any other party thereto, and no event has occurred which, with the giving of notice or the lapse of time or both, would constitute such a material default or breach or trigger a right of termination of any of the Material Contracts. As at the date of this Agreement, neither EP nor the EP Subsidiaries have received written notice that any party to a Material Contract intends to cancel, terminate or otherwise modify or not renew such Material Contract, and, to the knowledge of EP, no such action has been threatened;
- (uu) the only officers and directors of EP are as set forth on Schedule 4.1(uu) of the EP Disclosure Letter;
- (vv) to the knowledge of EP, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of EP;
- (ww) as of the date hereof, the corporate records and minute books of EP are complete and accurate in all material respects and all corporate proceedings and actions reflected in such corporate records and minute books have been conducted or taken in material compliance with all Applicable Laws and with EP's Governing Documents;
- (xx) to the knowledge of EP, subject to any additional requirements of the TSXV, the Assets and the business and operations of EP are sufficient to meet the initial listing requirements of the TSXV and, upon completion of the Amalgamation, shall be sufficient to constitute a Qualifying Transaction, such that Justify will no longer be designated a "capital pool company";
- (yy) none of the current directors or officers of EP, and none of the proposed directors or officers of Justify following completion of the Qualifying Transaction, are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange that currently prohibits such individual from acting as a director or officer of a public company or of a company listed on the TSXV;

- (zz) EP is entitled to use all Intellectual Property now used by it in the course of carrying on the business and operations of EP and the EP Subsidiaries. To the knowledge of EP: (i) the use of such Intellectual Property by EP or any EP Subsidiary in connection with the operations of their respective businesses has never been called into question or challenged; and (ii) neither is infringing upon any industrial or Intellectual Property rights of any other Person. Other than as set forth on Schedule 4.1(zz) of the EP Disclosure Letter, neither EP nor any EP Subsidiary has granted any right, title or interest in and to the Intellectual Property to any other Person;
- (aaa) EP is not a non-resident of Canada for purposes of the Tax Act; and
- (bbb) EP does not own, nor, to the knowledge of EP, does any director, officer or shareholder thereof own, directly or indirectly, or exercise control or direction over, any Justify Shares.

#### **4.2 Representations and Warranties of Justify**

Justify hereby represents and warrants to EP as follows, and acknowledges and confirms that EP is relying upon the representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) Justify has been duly incorporated and is validly existing under the laws of the Province of British Columbia, is current and up-to-date with all filings required to be made by it in such jurisdiction and has the corporate power to own and operate its assets and carry on its business as currently conducted;
- (b) Subco will, upon its incorporation, be duly incorporated and validly existing under the laws of the Province of Alberta, current and up-to-date with all filings required to be made by it in such jurisdiction and have the corporate power to own and operate its assets and carry on its business;
- (c) Justify has, and Subco on the Qualifying Transaction Date will have, full corporate power, capacity and authority to undertake all steps of the Qualifying Transaction contemplated by this Agreement and the Amalgamation Agreement and, in the case of Justify, to carry out its obligations under this Agreement and the Amalgamation Agreement, and, in the case of Subco, to carry out its obligations under the Amalgamation Agreement;
- (d) the authorized capital of Justify consists of an unlimited number of Justify Shares without nominal or par value and an unlimited number of preferred shares, of which 3,360,000 Justify Shares and nil preferred shares are issued and outstanding as at the date hereof. Upon its incorporation, the authorized capital of Subco will consist of an unlimited number of common shares, of which 100 common shares of Subco will be issued to Justify at such date;
- (e) the issued and outstanding Justify Shares have been duly authorized, validly allotted and issued as fully paid and non-assessable shares in the capital of Justify and in compliance in all material respects with all Applicable Laws and Applicable Securities Laws. The Justify Shares to be issued in connection with the Qualifying Transaction (including, without limitation, the Justify Shares issuable upon the due exercise of the Justify Replacement Options, the Justify Replacement Warrants and the Justify Replacement Broker Warrants) will be, at the Effective Time, duly authorized, validly allotted and, except with respect to the Justify Shares issuable upon the due exercise of the Justify Replacement Options, the

Justify Replacement Warrants and the Justify Replacement Broker Warrants, issued as fully paid and non-assessable shares in the capital of Justify and in compliance with all Applicable Laws and Applicable Securities Laws;

- (f) Justify is a reporting issuer, or the equivalent thereof, in the Reporting Jurisdictions and is not in default of any requirement of the Applicable Securities Laws of each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities;
- (g) the issued and outstanding Justify Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in any securities of Justify is currently outstanding and no proceedings for such purpose are pending or, to the knowledge of Justify, threatened (although the Justify Shares are currently halted in accordance with the Policy following the announcement of the Qualifying Transaction);
- (h) Justify is a "CPC" (as such term is defined in the Policy) and it is intended that the Amalgamation will constitute Justify's "Qualifying Transaction" (as such term is defined in the Policy) and Justify has to date materially complied with all relevant requirements contained in the Policy;
- (i) Justify is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any Justify Shares or securities convertible into or exchangeable for Justify Shares, other than the Justify Options and the Justify Broker Warrants;
- (j) Justify, upon the incorporation of Subco, will be the registered and beneficial owner of all of the issued and outstanding common shares of Subco and on such date neither Justify nor Subco shall be a party to or have granted any agreement, warrant, option or right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of Subco or securities convertible into or exchangeable for any securities of Subco other than pursuant to the Amalgamation Agreement;
- (k) Justify is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, co-tenancy, joint venture or other similar jointly owned business;
- (l) Justify has no assets other than cash or cash equivalents, has not commenced any commercial operations and has not and will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing a potential "Qualifying Transaction" (as such term is defined in the Policy);
- (m) Justify has, and Subco on the Qualifying Transaction Date will have, all requisite corporate capacity, power and authority, and possess all material certificates, authorizations, permits and licenses issued by the appropriate federal, provincial or municipal regulatory agencies or bodies necessary to conduct the business as then conducted by them and which they shall conduct and to own their assets and Justify is, and Subco on the Qualifying Transaction Date will be, in compliance in all material respects with such certificates, authorizations, permits or licenses and not then received any notice of proceedings relating to the revocation or modification of any such certificate, authorization, permit or license which, alone or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations or financial condition of Justify and Subco, taken as a whole;

- (n) each of the Documents has been, or at the Effective Time will be, duly authorized, executed and delivered by Justify or Subco, as applicable, and this Agreement constitutes, and, when executed, the Amalgamation Agreement will constitute, a legal, valid and binding obligation of Justify and Subco, as applicable, enforceable against each of them, as applicable, in accordance with its respective terms, subject only to any limitation under bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting the enforcement of creditors' rights generally, and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (o) the entering into and the performance by Justify or Subco of the transactions contemplated herein and in the Amalgamation Agreement:
  - (i) do not require any Regulatory Approval, except the approval of the TSXV and Regulatory Approvals under Applicable Securities Laws;
  - (ii) will not contravene any statute or regulation of any Government Authority which is or will be binding on Justify or Subco, as the case may be, where such contravention would materially and adversely affect the business, operations or condition (financial or otherwise) of Justify and Subco, taken as a whole; and
  - (iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the Governing Documents or resolutions of Justify or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Justify is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would materially and adversely affect the business, operations or condition (financial or otherwise) of Justify and Subco, taken as a whole;
- (p) there are no suits, actions or litigation or arbitration proceedings or governmental proceedings in progress, pending or, to the knowledge of Justify, contemplated or threatened, to which Justify is a party or to which the property of Justify is subject. There is not presently outstanding against Justify any judgment, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;
- (q) there are no material liabilities of Justify, and on the Qualifying Transaction Date there will be no material liabilities of Subco, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Justify Financial Statements, except those incurred in the ordinary course of business or pursuant to the Qualifying Transaction;
- (r) the Justify Financial Statements have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position of Justify as at such dates and do not omit to state any material fact that is required by IFRS or by Applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (s) since the date of the Justify Annual Financial Statements, there has not been any Material Adverse Change in the affairs, operations or conditions of Justify or its assets and no event has occurred or circumstance exists which may result in such a Material Adverse Change;

- (t) all information that has been prepared by Justify relating to Justify or Subco and Justify's business, property and liabilities and either publicly disclosed or disclosed or provided to EP and which will be included in the Filing Statement, including all financial and operational information, is or will be, as of the date of such information, true and correct in all material respects, and no fact or facts will have been omitted therefrom which would make such information materially misleading;
- (u) all filings and fees required to be made or paid by Justify, and to be made or paid by Subco, pursuant to Applicable Laws have been or will be made or paid and such filings were or will be true and accurate as at the respective dates thereof and Justify has not filed any confidential material change reports. The Public Information Record relating to Justify does not contain a misrepresentation at the time of filing that has not been corrected since filing;
- (v) all Taxes due and payable by Justify have been paid as required by Applicable Laws. All tax returns, declarations, withholdings, remittances and filings required to be made or filed by Justify have been made or filed with all appropriate Government Authorities as and when required by Applicable Laws and all such returns, declarations, withholdings, remittances and filings, as applicable, are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact of Justify or result in a Material Adverse Change to Justify. No examination of any Tax return of Justify by any Government Authority is currently in progress and there are no issues or disputes outstanding with any Government Authority respecting any Taxes that have been paid, or may be payable, by Justify. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Justify and Justify is not liable for, nor do any circumstances exist that would render Justify liable for, Taxes of any other Person;
- (w) there is no Person acting or purporting to act at the request of Justify who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (x) since the date of its incorporation, Justify has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing;
- (y) there is not, nor will there be in respect of Subco on the Qualifying Transaction Date, in its Governing Documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Justify or Subco is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of Justify or Subco or the payment of dividends by Justify or Subco to the holders of their securities;
- (z) Justify is not, nor will Subco be on the Qualifying Transaction Date, a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;
- (aa) Justify has not granted to a third party any security interest in respect of its assets;
- (bb) except to the extent that Justify must comply with the policies of the TSXV, Justify is not, nor will Subco be on the Qualifying Transaction Date, a party to or bound or affected by

any commitment, agreement or document containing any covenant which expressly limits the freedom of such Person to compete in any line of business, or to transfer or move any of its respective assets or operations or which materially or adversely affects the business practices, operations or condition of Justify or Subco or which would prohibit or restrict Justify or Subco from entering into and completing the Qualifying Transaction;

- (cc) Justify is not, nor will Subco be on the Qualifying Transaction Date, a party to any agreement, nor is Justify aware of any agreement, which in any manner affects or will affect the voting control of any of the Justify Shares or other securities of Justify or Subco;
- (dd) Justify has, and on the Qualifying Transaction Date Subco will have, conducted its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on business and with all Applicable Laws material to its operations;
- (ee) Justify does not have, and Subco will not have on the Qualifying Transaction Date, any loan or other indebtedness outstanding which has been made to any of its shareholders, directors, officers or employees, past or present, or any Person with which it does not deal at "arm's length" (within the meaning of such term for purposes of the Tax Act) and Justify has never had any dealings with any non-resident (as such term is defined in the Tax Act) with whom it did not, at the time of such dealing, deal at "arm's length" (within the meaning of such term for purposes of the Tax Act);
- (ff) Justify has not made any assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. No receiver or interim receiver has been appointed in respect of Justify or its assets and no execution or distress has been levied on any such assets, nor have proceedings been commenced in respect of any of the foregoing;
- (gg) the operations of Justify are and have been conducted at all times in material compliance with the Anti-Money Laundering Laws, and no action, suit or proceeding by or before any Government Authority involving Justify with respect to the Anti-Money Laundering Laws is, to the knowledge of Justify, pending or threatened;
- (hh) neither Justify nor any director or officer of Justify, nor, to the knowledge of Justify, any agent or other Person acting on behalf of Justify has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (ii) on or before the Qualifying Transaction Date, Justify, Subco and their respective boards of directors and shareholders will have taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance, of this Agreement and the Amalgamation Agreement;
- (jj) other than Subco upon the incorporation of Subco, Justify has no Subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons.

Justify is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons;

- (kk) on the Qualifying Transaction Date, Subco will have no Subsidiaries and will not own any securities issued by, or any equity or ownership interest in, any other Persons. Subco will not be subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.
- (ll) the only officers and directors of Justify are as hereinafter set forth:

Name	Office
Richard Graham	President, Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director
Donn Burchill	Director
Scott McLean	Director
Brian Bayley	Director

- (mm) on the Qualifying Transaction Date, the only officers and directors of Subco will be as hereinafter set forth:

Name	Office
Richard Graham	President, Secretary and Director

- (nn) as of the date hereof, the corporate records and minute books of Justify are complete and accurate in all material respects and all corporate proceedings and actions reflected in such corporate records and minute books have been conducted or taken in material compliance with all Applicable Laws and with Justify's Governing Documents;
- (oo) to the knowledge of Justify, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of Justify, other than the CPC Escrow Agreement (as such term is defined in the Policy) between Justify, Computershare Investor Services Inc., as escrow agent, and certain holders of Justify Shares;
- (pp) the auditors of Justify who audited the Justify Financial Statements and who provided their audit report thereon are independent public accountants as required under Applicable Law;
- (qq) there has never been a "disagreement" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the past or present auditors of Justify; and
- (rr) Justify is not a non-resident of Canada for purposes of the Tax Act.

### 4.3 Survival

The representations and warranties of each of Justify and EP contained herein shall not survive the Amalgamation.

## ARTICLE 5 CONDUCT OF BUSINESS

### 5.1 Conduct of Business by the Parties

Except as required by Applicable Law or as otherwise expressly permitted or specifically contemplated by this Agreement, which shall be deemed to include the EP Private Placements, each of Justify and EP covenants and agrees that, during the period from the date of this Agreement until the earlier of either the Effective Time or the time that this Agreement is terminated in accordance with its terms, unless the other Party shall otherwise consent in writing, such consent not to be unreasonably withheld:

- (a) each of Justify, Subco, EP and the EP Subsidiaries shall conduct business in, and not take any action except in, the usual and ordinary course of business and consistent with past practice, and shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships;
- (b) Justify shall not, directly or indirectly, take any action which would be reasonably expected to result in the delisting of the Justify Shares from, or a suspension of trading of the Justify Shares on, the TSXV and shall comply, in all material respects, with the rules and policies thereof;
- (c) each of Justify, Subco, EP and the EP Subsidiaries shall not, directly or indirectly:
  - (i) amend its Governing Documents except in connection with the Continuance;
  - (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;
  - (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares except in connection with (i) any options, warrants or other rights outstanding as of the date hereof, including the EP Liquidity Warrants, (ii) the EP Private Placements, or (iii) the EP Security Agreement;
  - (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
  - (v) split, combine or reclassify any of its shares;
  - (vi) reduce its stated capital; or
  - (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

- (d) each of Justify, Subco, EP and the EP Subsidiaries shall not other than in the ordinary course of business and consistent with past practice and this Agreement, directly or indirectly, do any of the following:
  - (i) sell, pledge, dispose of or encumber any assets;
  - (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital or property transfer;
  - (iii) acquire any material assets;
  - (iv) other than pursuant to existing facilities or in connection with the business plan of EP Homes, incur any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual or entity, or make any loans or advances, other than routine advances to their respective directors, officers or employees, the Personnel Obligations and fees payable to legal and accounting advisors in the ordinary course and reasonable fees payable to legal, accounting and financial advisors in connection with the Qualifying Transaction and matters contemplated by this Agreement, including the EP Private Placements;
  - (v) enter into any transaction or material agreement not in the ordinary course of business;
  - (vi) authorize, recommend or propose any release or relinquishment of any material contractual right;
  - (vii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract or other material document;
  - (viii) enter into any agreements with its directors or officers or their respective associates (as such term is defined in the Securities Act to apply other than in respect of Part 14 of the Securities Act); or
  - (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;
- (e) each of Justify, Subco, EP and the EP Subsidiaries will not, directly or indirectly, enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than: (i) ordinary course expenditures; (ii) expenditures required by Applicable Laws; (iii) expenditures made in connection with the Qualifying Transaction contemplated by this Agreement; and (iv) capital expenditures required to prevent the occurrence of a Material Adverse Change;
- (f) for greater certainty, notwithstanding Section 5.1(d), Justify and EP will not, directly or indirectly, create any new Personnel Obligations except for the payment of the Personnel Obligations existing as of the date hereof (from which the applicable Party shall make

appropriate withholdings as required by applicable tax laws), grant to any director or officer an increase in compensation in any form, grant any general salary increase other than in accordance with the requirements of any existing collective bargaining or union contracts, grant to any other employee any increase in compensation in any form other than routine increases in the ordinary course of business consistent with past practices, make any loan to any director or officer, or take any action with respect to the grant of any severance or termination pay arising from the Qualifying Transaction or a change of control of any Party or the entering into of any employment agreement with, any director or senior officer, or with respect to any increase of benefits payable under its current severance or termination pay policies; and

- (g) each of Justify, Subco, EP and the EP Subsidiaries will not, directly or indirectly, adopt or amend or make any contribution to any bonus, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees, except as is necessary to comply with Applicable Laws or with respect to existing provisions of any such plans, programs, arrangements or agreements.

## **ARTICLE 6 COVENANTS**

### **6.1 Representations and Warranties**

- (a) EP covenants and agrees that from the date hereof, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 4.1 being untrue in any material respect at any time prior to the earlier of the Closing or the termination of this Agreement in accordance with its terms.
- (b) Justify covenants and agrees that from the date hereof, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 4.2 being untrue in any material respect at any time prior to the earlier of the Closing or the termination of this Agreement in accordance with its terms.

### **6.2 Notice of Material Change**

- (a) From the date hereof until the earlier of the Closing or the termination of this Agreement, each Party shall promptly notify the other Party in writing of:
  - (i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party, taken as whole;
  - (ii) any change in the facts relating to any representation or warranty set out in Section 4.1 or Section 4.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or
  - (iii) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.

- (b) Each of Justify and EP shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need be given to the other pursuant to this Section 6.2.

### 6.3 Standstill

- (a) During the period commencing on the date hereof and terminating upon the earlier of:
  - (i) the Qualifying Transaction Date,
  - (ii) the date that this Agreement is terminated pursuant to Section 11.1; and
  - (iii) the date that any statute, rule, policy or regulation currently in existence or which shall have been proposed, enacted, promulgated or entered by any regulatory or administrative authority having jurisdiction, in the judgment of the Parties (acting reasonably), makes the transactions contemplated hereby illegal or unduly delays the closing of the Qualifying Transaction,

Justify, Subco and EP, as the case may be, will not, nor shall any of their respective Representatives, directly or indirectly, alone or jointly or in concert with any other Person (except as otherwise agreed to by the Parties):

- (A) acquire or agree to acquire, or make any proposal or make any offer to acquire, in any manner, either directly or indirectly, any assets or securities of the other Parties or any Subsidiary thereof, including, without limitation, commencing any "take-over bid" (within the definition of such term in the Act or the Securities Act) for any securities of the other Parties (provided that the provisions hereof shall not be interpreted to prohibit the Parties or their Affiliates from continuing to conduct business with the other Parties in the ordinary course and consistent with past practice);
  - (B) solicit proxies from, or otherwise attempt to influence the conduct of, holders of securities of the other Parties;
  - (C) form, join or in any way participate as a "control person" as such term is defined in the Securities Act with respect to the equity of the other Parties; or
  - (D) engage in any discussions or negotiations or enter into any agreement, commitment or understanding, or otherwise act jointly or in concert with any third party to propose or effect any business combination, equity or asset transaction of any nature or kind with respect to the other Parties or its Affiliates, or to influence the conduct of the other Parties, its Affiliates or its directors.
- (b) During the period commencing on the date hereof and terminating upon the earlier of:
    - (i) the Qualifying Transaction Date,
    - (ii) the date that this Agreement is terminated pursuant to Section 11.1, and

- (iii) the date that any statute, rule, policy or regulation currently in existence or which shall have been proposed, enacted, promulgated or entered by any regulatory or administrative authority having jurisdiction, in the judgment of the Parties (acting reasonably), makes the transactions contemplated hereby illegal or unduly delays the closing of the Qualifying Transaction,

neither Party hereto will provide or cause to be provided any information with respect to itself or its Subsidiaries, or directly or indirectly solicit, initiate, entertain or consider any offer, negotiation or expression of intent or in any manner encourage, recommend or agree to any proposal or offer of any other potential transaction or otherwise cooperate with, assist or participate in, facilitate or encourage any effort or attempt with respect to:

- (A) the sale or issuance of any shares or securities convertible into shares of the Party or its Subsidiaries other than as herein otherwise contemplated or pursuant to the exercise of presently outstanding options or share purchase warrants, without the prior written consent of the other Party;
- (B) the sale, disposition or exchange of assets of the Party or its Subsidiaries outside of the ordinary course of business without the prior written consent of the other Party; or
- (C) the entering into of any material agreement or understanding outside of the ordinary course of business of the Party, including a Material Event, without the prior written consent of the other Party;

provided, however, that nothing contained herein shall prohibit a Party from (i) satisfying obligations under existing contractual obligations; (ii) in the case of EP, completing the EP Private Placements; (iii) completing the Qualifying Transaction; (iv) making another proposal to the board of directors of the other Party relating to a business combination, equity or asset transaction between the Parties, so long as such proposal is made with the consent of the other Party to any such proposal being made; (v) responding as required by Applicable Law to any unsolicited submission or proposal regarding any acquisition or disposition of assets, an unsolicited take-over bid or proposal to amalgamate, merge or effect an arrangement or any unsolicited acquisition proposal generally or make any disclosure required to its shareholders with respect thereto which, in the judgment of the board of directors acting reasonably or upon the advice of counsel, is required under Applicable Laws; and (vi) engaging in discussions with financial institutions or investment bankers, in the case of EP, concerning the EP Private Placements. Each of the Parties acknowledges that any such procedures are subject to Section 14.1 hereof and will not be contested by the other Party, whether by way of judicial or regulatory process or otherwise.

#### **6.4 Other Covenants**

Each of the Parties covenants and agrees that it shall:

- (a) use all commercially reasonable efforts to consummate the Qualifying Transaction and all matters described in the Filing Statement, including, in respect of Justify, the incorporation of Subco, subject only to the terms and conditions hereof and thereof; and
- (b) use all commercially reasonable efforts to obtain all required Regulatory Approvals.

## **6.5 Filing Statement and Required TSXV Disclosure**

- (a) EP shall, with the assistance of Justify, prepare the Filing Statement in accordance with the requirements of the Policy together with any other documents, including the EP Financial Statements, as required by Applicable Laws (which shall be in form and content satisfactory to the TSXV);
- (b) EP covenants and agrees, during the period commencing on the date hereof and terminating upon the earlier of the Qualifying Transaction Date or the date that this Agreement is terminated pursuant to Section 11.1, except with the prior written consent of Justify (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, to:
  - (i) ensure that the EP Information is, as of the date of the Filing Statement, true, complete and accurate in all material respects and does not contain any misrepresentation and contains all information required by Applicable Securities Laws to be included in the Filing Statement; and
  - (ii) provide Justify and its legal counsel a reasonable opportunity to review and comment on drafts of the Filing Statement, and give reasonable consideration to any comments made by Justify and its legal counsel, provided that all information included in the Filing Statement and any other documents to be sent to the TSXV in connection with the Qualifying Transaction relating to EP will be in form and content satisfactory to EP, acting reasonably.
- (c) Justify covenants and agrees, during the period commencing on the date hereof and terminating upon the earlier of the Qualifying Transaction Date or the date that this Agreement is terminated pursuant to Section 11.1, except with the prior written consent of EP (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, to ensure that the Justify Information is, as of the date of the Filing Statement, true, complete and accurate in all material respects and does not contain any misrepresentation and contains all information required by Applicable Securities Laws to be included in the Filing Statement.

## **6.6 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Justify**

Justify, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

## **ARTICLE 7 MUTUAL COVENANTS**

### **7.1 Other Filings**

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under Applicable Securities Laws, the rules and policies of the TSXV or any other Applicable Laws relating to the Qualifying Transaction.

## **7.2 Additional Agreements**

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under Applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Qualifying Transaction as contemplated in this Agreement and to cooperate with each other in connection with the foregoing, including, as applicable, using commercially reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts or agreements;
- (b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Qualifying Transaction;
- (c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Qualifying Transaction; and
- (d) to effect all necessary registrations and other filings and submissions of information requested by Government Authorities.

## **ARTICLE 8 CONDITIONS**

### **8.1 Mutual Conditions Precedent**

- (a) The respective obligations of Justify and EP to complete the Qualifying Transaction contemplated by this Agreement shall be subject to the satisfaction, on or before the Qualifying Transaction Date, of the following conditions precedent, each of which may be waived only by the mutual consent of Justify and EP:
  - (i) the Parties shall have received all necessary Regulatory Approvals and such other court and third party consents, orders (both interim and final), approvals and authorizations as may be required in respect of the Qualifying Transaction and the Continuance, including, but not limited to, receipt of conditional approval from the TSXV for the listing thereon of the Justify Shares issuable in connection with the Amalgamation and the other transactions contemplated hereby, all such consents and approvals to be on terms and conditions acceptable to both Parties;
  - (ii) the requisite approval of the Justify Shareholders of the Continuance, the Board Reconstitution and the New Share Incentive Plan shall have been obtained in accordance with Applicable Laws;
  - (iii) the requisite approval of the EP Shareholders of the Amalgamation shall have been obtained in accordance with Applicable Laws;
  - (iv) no Material Event shall have occurred or been threatened with respect to the business, property, assets, prospects or financial and operational condition of each Party, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of the other Party, between the date hereof and the Qualifying Transaction Date;

- (v) this Agreement shall not have been terminated pursuant to Article 11; and
  - (vi) no act, action, suit or proceeding shall have been threatened or taken before or by any Government Authority, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied, the effect of which is to cease trade, enjoin, prohibit or impose material limitations or conditions on either of the Parties or which, if the Qualifying Transaction were completed, would be a Material Adverse Change to Justify on a consolidated basis.
- (b) If any of the above conditions shall not have been satisfied or waived by the Parties on or before Closing or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

## **8.2 Additional Conditions Precedent to the Obligations of EP**

- (a) The obligations of EP to complete the Qualifying Transaction contemplated by this Agreement shall also be subject to the satisfaction, on or before the Qualifying Transaction Date, of each of the following conditions precedent (each of which is for the exclusive benefit of EP and may be waived by EP and any one or more of which, if not satisfied or waived, will relieve EP of any obligation under this Agreement):
- (i) the representations and warranties of Justify set forth in this Agreement that are qualified by materiality or Material Adverse Change qualifications shall be true and correct in all respects and all other representations and warranties of Justify set forth in this Agreement shall be true and correct in all material respects except where any failure of such representations and warranties to be so true and correct would not, either individually or in the aggregate, have a Material Adverse Change, in each case as of the Qualifying Transaction Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date, and Justify shall have delivered a certificate confirming same to EP, executed by a senior officer of Justify (without personal liability), addressed to EP and dated the Qualifying Transaction Date;
  - (ii) Justify shall have fulfilled or complied in all respects with each of the covenants and obligations of Justify contained in this Agreement to be fulfilled or complied with by it on or prior to the Qualifying Transaction Date, and Justify shall have delivered a certificate confirming same to EP, executed by a senior officer of Justify (without personal liability), addressed to EP and dated the Qualifying Transaction Date;
  - (iii) Justify shall have completed the Continuance, including the Name Change in connection therewith;

- (iv) Justify shall have replaced its transfer agent and registrar with Odyssey Trust Company effective at or prior to the Effective Time;
  - (v) there will be no greater than 3,760,000 Justify Shares in the aggregate issued and outstanding or reserved for issue pursuant to outstanding securities exercisable or exchangeable for, or convertible into, or other rights to acquire, Justify Shares;
  - (vi) Justify shall have met its obligations as a listed issuer on the TSXV and as a "reporting issuer" in the Reporting Jurisdictions;
  - (vii) the board of directors of Justify and Subco and the holders of Justify Shares and Subco Shares shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by each to permit the consummation of the Qualifying Transaction and the transactions contemplated therewith (including, without limitation, the Amalgamation);
  - (viii) Justify shall not have incurred any contractual obligation, liability or expense out of the ordinary course of business of Justify in excess of \$100,000, which for purposes hereof shall not include any contractual obligation, liability or expense related to the Qualifying Transaction;
  - (ix) Dissent Rights shall not have been exercised: (i) by EP Shareholders (with respect to the Amalgamation) in respect of a total number of EP Shares which exceeds 10% of the outstanding EP Shares immediately prior to the Effective Time; and (ii) by Justify Shareholders (with respect to the Continuance) in respect of a total number of Justify Shares which exceeds 10% of the outstanding Justify Shares immediately prior to the Effective Time; and
  - (x) Justify shall have delivered or caused to be delivered to EP each of the documents set forth in Section 13.2, in form and substance satisfactory to EP, acting reasonably.
- (b) If any of the above conditions in Section 8.2(a) shall not have been complied with or waived by EP on or before Closing, then EP may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by EP. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by EP of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, EP shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

### **8.3 Additional Conditions Precedent to the Obligations of Justify**

- (a) The obligations of Justify to complete the Qualifying Transaction contemplated by this Agreement shall also be subject to the satisfaction, on or before the Qualifying Transaction Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Justify and may be waived by Justify and any one or more of which, if not satisfied or waived, will relieve Justify of any obligation under this Agreement):

- (i) the representations and warranties of EP set forth in this Agreement that are qualified by materiality or Material Adverse Change qualifications shall be true and correct in all respects and all other representations and warranties of EP set forth in this Agreement shall be true and correct in all material respects except where any failure of such representations and warranties to be so true and correct would not, either individually or in the aggregate, have a Material Adverse Change, in each case as of the Qualifying Transaction Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date, and EP shall have delivered a certificate confirming same to Justify, executed by a senior officer of EP (without personal liability), addressed to Justify and dated the Qualifying Transaction Date;
  - (ii) EP shall have fulfilled or complied in all respects with each of the covenants and obligations of EP contained in this Agreement to be fulfilled or complied with by it on or prior to the Qualifying Transaction Date, and EP shall have delivered a certificate confirming same to Justify, executed by a senior officer of EP (without personal liability), addressed to Justify and dated the Qualifying Transaction Date;
  - (iii) the board of directors of EP and the EP Shareholders shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by each to permit the Amalgamation; and
  - (iv) EP shall have delivered or caused to be delivered to Justify each of the documents set forth in Section 13.3, in form and substance satisfactory to Justify, acting reasonably.
- (b) If any of the above conditions in Sections 8.3(a) shall not have been complied with or waived by Justify on or before Closing, Justify may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Justify. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Justify of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Justify shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

## ARTICLE 9 INDEMNIFICATION

### 9.1 Indemnification by EP

Subject to Section 4.3, EP shall indemnify and save Justify and Subco harmless from and against any and all liabilities, losses (except for loss of profits or consequential losses), claims, judgments, damages, expenses and costs (including, without limitation, reasonable legal fees and costs and expenses incurred in connection therewith) (collectively, the "**Indemnifiable Damages**") suffered or incurred by Justify or Subco as a result of: (i) a material breach of a representation or warranty contained in this Agreement made by EP; (ii) a material breach of a covenant contained in this Agreement made by EP, or (iii) a misrepresentation made by EP contained in the Filing Statement.

## 9.2 Indemnification by Justify

Subject to Section 4.3, Justify shall indemnify and save EP harmless from and against any and all Indemnifiable Damages suffered or incurred by EP as a result of: (i) a material breach of a representation or warranty contained in this Agreement made by Justify; (ii) a material breach of a covenant contained in this Agreement made by Justify, or (iii) a misrepresentation made by Justify contained in the Filing Statement.

## 9.3 Notice of Claim

A Party entitled to and seeking indemnification pursuant to the terms of this Agreement (the "**Indemnified Party**") shall promptly give written notice to the Party responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**") of any claim for indemnification pursuant to Sections 9.1 or 9.2 (a "**Claim**", which term may include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

## 9.4 Procedure for Indemnification

- (a) **Direct Claims.** With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) **Arbitration.** If the Indemnified Party and the Indemnifying Party do not agree within the period set forth in Section 9.4(a) (or any mutually agreed upon extension thereof), the Indemnified Party and the Indemnifying Party agree that the dispute shall be submitted to arbitration pursuant to Article 10. Such dispute shall not be made the subject matter of an action in a court by either the Indemnified Party or the Indemnifying Party unless the dispute has first been submitted to arbitration and finally determined in accordance with the provisions of Article 10. Any such action commenced thereafter shall only be for judgment in accordance with the decision of the arbitrator and the costs incidental to the action. In any such action, the decision of the arbitrator shall be conclusively deemed to determine the rights and liabilities as between the parties to the arbitration in respect of the matter in dispute.
- (c) **Third Party Claims.** With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's reasonable out-of-

pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel reasonably satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

### **9.5 General Indemnification Rules**

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) any Claim arising as a result of a breach of a representation or warranty shall be made not later than the date on which, pursuant to Section 4.3, such representation or warranty terminated;
- (b) the obligation to indemnify set forth in Sections 9.1 and 9.2 shall be applicable only after an Indemnified Party shall have accumulated Indemnifiable Damages in an amount in excess of \$100,000 in the aggregate. Once the amount of such Indemnifiable Damages exceeds \$100,000 in the aggregate, the obligation to indemnify shall apply with respect to all such Indemnifiable Damages including those Indemnifiable Damages calculated to reach the amount of \$100,000; and
- (c) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

### **9.6 Sole Remedy**

No Party may make any Claim against any other Party except by making a Claim pursuant to and in accordance with the provisions of this Article 9; provided, however, that if the provisions of this Article 9 shall be invalid or unenforceable, the Parties shall have any other rights and remedies available to them under law or in equity.

## **ARTICLE 10 ARBITRATION**

### **10.1 Issue Subject to Arbitration**

A Direct Claim made by an Indemnified Party not otherwise resolved pursuant to Section 9.4(a) shall be determined by arbitration as herein provided. Such arbitration shall be governed by the Arbitration Act.

### **10.2 Arbitration Process**

The following principles shall apply to an issue submitted to arbitration pursuant to Section 9.4(b):

- (a) the parties to the arbitration shall attempt to appoint a single arbitrator. If the parties to the arbitration are unable to agree on a single arbitrator within 10 days after they have agreed to the arbitration, then an arbitrator shall be appointed by a judge of the appropriate court of Alberta pursuant to the Arbitration Act upon application of a party after giving five days' notice to all other parties of its intention to make such an application. The provisions of the Arbitration Act shall apply to any such court application pursuant to this Section 10.2(a);
- (b) the arbitrator shall be qualified by education and training to pass upon the particular question in dispute. The arbitration shall take place in private;
- (c) the arbitrator shall proceed immediately to hear and determine the question or questions in dispute and the parties shall have the right to make representations to the arbitrator concerning the subject matter of the arbitration. The decision and reasons therefor of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, if the arbitrator fails to make a decision within 30 days after his appointment then any party to the arbitration may elect to have a new arbitrator appointed in like manner as if none had previously been appointed;
- (d) the decision and reasons therefor of the arbitrator shall be drawn up in writing and signed by the arbitrator and shall be final and binding upon the parties to the arbitration as to any question or questions so submitted to arbitration and the parties to the arbitration shall be bound by such decision and perform the terms and conditions thereof;
- (e) the expenses of the arbitration shall be awarded by the arbitrator or, in the absence of such an award, shall be borne equally by the parties to the arbitration; and
- (f) no Party shall be deemed to be in default of any matter being arbitrated until five days after the decision of the arbitrator is delivered to the Parties.

## **ARTICLE 11 TERMINATION**

### **11.1 Termination**

This Agreement may be terminated by written notice promptly given by a Party to the other Party at any time prior to the Qualifying Transaction Date:

- (a) by mutual agreement in writing by the Parties;

- (b) in the event that the Qualifying Transaction Date has not occurred by March 31, 2022, unless the failure to complete the Qualifying Transaction by such date is the result, directly or indirectly, of a breach of this Agreement by the Party seeking to terminate the Agreement, in which case this Agreement shall not be terminated pursuant to this Section 11.1(b); or
- (c) as set forth in Sections 8.1, 8.2 and 8.3 of this Agreement.

## **11.2 Effect of Termination**

In the event of the termination of this Agreement as provided in Section 11.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligations on the part of the Parties hereunder except as set forth in Article 9, Article 10, this Section 11.2, Section 14.1, Section 14.3 and Section 14.11 hereof, which provisions shall survive the termination of this Agreement. Notwithstanding the foregoing, Article 9 and Article 10 hereof shall only survive the termination of this Agreement for a period of 12 months following termination.

## **ARTICLE 12 DISSENTING SHAREHOLDERS**

### **12.1 Dissenting EP Shareholders**

On the earlier of the Qualifying Transaction Date, the making of an agreement between a Dissenting EP Shareholder and EP for the purchase of their Dissenting EP Shares or the pronouncement of a court order pursuant to Section 191 of the Act, a Dissenting EP Shareholder shall cease to have any rights as an EP Shareholder other than the right to be paid the fair value of its Dissenting EP Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Dissenting EP Shares which are held by a Dissenting EP Shareholder shall not be exchanged for Justify Shares on the Qualifying Transaction Date as provided in Section 2.1 hereof. However, in the event that a Dissenting EP Shareholder fails to perfect or effectively withdraws the Dissenting EP Shareholder's claim under Section 191 of the Act or otherwise forfeits the Dissenting EP Shareholder's right to make a claim under Section 191 of the Act, the Dissenting EP Shareholder's Dissenting EP Shares shall thereupon be deemed to have been exchanged as of the Qualifying Transaction Date for Justify Shares on the basis set forth in Section 2.1 hereof.

### **12.2 Dissenting Justify Shareholders**

On the earlier of the effective date of the Continuance, the making of an agreement between a Dissenting Justify Shareholder and Justify for the purchase of their Dissenting Justify Shares or the pronouncement of a court order pursuant to Part 8, Division 2 of the BCBCA, a Dissenting Justify Shareholder shall cease to have any rights as a Justify Shareholder other than the right to be paid the fair value of its Dissenting Justify Shares in the amount agreed to or as ordered by the court, as the case may be.

## **ARTICLE 13 CLOSING**

### **13.1 Closing**

The completion of the transactions contemplated under this Agreement shall be effected via electronic exchange or at the offices of EP's counsel, Bennett Jones LLP, at 10:00 a.m. (Edmonton time) on the Qualifying Transaction Date.

### 13.2 Deliveries by Justify at Closing

In addition to all other documents required hereunder to be delivered by Justify to EP to complete the Qualifying Transaction, Justify shall deliver or cause to be delivered to EP at Closing:

- (a) a certificate of status of Justify;
- (b) a certificate of status of Subco;
- (c) a certified copy of the resolutions passed by the board of directors of Justify approving this Agreement as well as the consummation of the transactions contemplated hereby and the Filing Statement;
- (d) a certified copy of the resolutions passed by the Justify Shareholders approving, among other things, the Continuance;
- (e) a certified copy of the resolutions passed by the board of directors of Subco approving the Amalgamation and certain other related matters;
- (f) a certified copy of the resolutions passed by the sole shareholder of Subco approving the Amalgamation and certain other related matters;
- (g) a certified copy of the constating documents of Justify;
- (h) a certified copy of the constating documents of Subco;
- (i) the certificates referred to in Section 8.2(a)(i) and Section 8.2(a)(ii);
- (j) the Amalgamation Agreement, duly executed by Justify and Subco;
- (k) resignation and releases, in form and substance satisfactory to EP, acting reasonably, of each of Richard Graham as President, Chief Executive Officer, Chief Financial Officer, Corporate Secretary and a director of Justify and as President, Secretary and director of Subco and each of Donn Burchill, Scott McLean and Brian Bayley as a director of Justify;
- (l) evidence that Justify is a reporting issuer in the Reporting Jurisdictions and is not in default of any of the provisions therein;
- (m) certificates in the respective names of the holders of Justify Replacement Warrants (or other evidence of issuance of the Justify Replacement Warrants) representing in the aggregate the Justify Replacement Warrants issuable to former holders of EP Warrants pursuant to the Amalgamation;
- (n) certificates in the respective names of the holders of Justify Replacement Options representing in the aggregate the Justify Replacement Options issuable to former holders of EP Options pursuant to the Amalgamation;
- (o) certificates in the respective names of the holders of Justify Replacement Broker Warrants representing in the aggregate the Justify Replacement Broker Warrants issuable to such holders pursuant to the Amalgamation;

- (p) the TSXV Escrow Agreement duly executed by those directors, officers and shareholders of Justify required by the policies of the TSXV to execute such agreement;
- (q) conditional approval of the TSXV of the Qualifying Transaction; and
- (r) such other documents as are customary for transactions of the nature and magnitude of the Qualifying Transaction.

### **13.3 Deliveries by EP at Closing**

In addition to all other documents required hereunder to be delivered by EP to Justify to complete the Qualifying Transaction, EP shall deliver or cause to be delivered to Justify at Closing:

- (a) a certificate of status of EP;
- (b) a certificate of status (or equivalent) of each of the EP Subsidiaries;
- (c) a certified copy of the resolutions passed by the board of directors of EP approving this Agreement as well as the consummation of the transactions contemplated hereby and the Filing Statement;
- (d) a certified copy of the resolutions passed by the EP Shareholders approving the Amalgamation;
- (e) the certificates referred to in Section 8.3(a)(i) and Section 8.3(a)(ii);
- (f) the Amalgamation Agreement, duly executed by EP;
- (g) consent to act as a director of each of the individuals identified as a director in Section 2.6;
- (h) a certified copy of a list of EP Shareholders immediately prior to the Effective Time;
- (i) a certified copy of a list of holders of EP Warrants immediately prior to the Effective Time;
- (j) a certified copy of a list of holders of EP Options immediately prior to the Effective Time;
- (k) a certified copy of a list of holders of EP Broker Warrants immediately prior to the Effective Time;
- (l) the TSXV Escrow Agreement duly executed by those directors, officers and shareholders of EP required by the policies of the TSXV to execute such agreement; and
- (m) such other documents as are customary for transactions of the nature and magnitude of the Qualifying Transaction.

## **ARTICLE 14 GENERAL**

### **14.1 Confidentiality and Use of Confidential Information**

The Disclosee shall, in respect of Confidential Information provided to it by or on behalf of the Disclosing Party:

- (a) ensure that the Confidential Information is kept in strict confidence and is not used for any purpose whatsoever other than for the purpose of conducting the review and completion of the Qualifying Transaction and all documents related thereto;
- (b) ensure that the Confidential Information, or the fact that Confidential Information has been provided, is not disclosed to any Person other than to its Representatives who have a need to know the same and the Disclosee shall be responsible for any breach hereof by any of its Representatives;
- (c) at its sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information;
- (d) if the Confidential Information is disclosed to any of its Representatives, inform such Person at the time of disclosure of its confidential nature and the terms of this Agreement and cause such Person to agree to be bound by its terms;
- (e) keep a list of all of its Representatives (but excluding its directors, officers and employees) to whom any Confidential Information has been delivered and shall provide the Disclosing Party with that list immediately upon request;
- (f) not disclose the terms, conditions or existence of the terms hereof or any Confidential Information to any Person other than in accordance with the terms hereof, except in the event that the Disclosee or its Representatives is required by Applicable Law or applicable regulatory or stock exchange requirements to disclose the terms, conditions or existence of the terms hereof or any Confidential Information; provided, however, that prior to any such disclosure, the Disclosee or its Representatives shall immediately provide to the Disclosing Party written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance by the Disclosee or its Representatives with the provisions of this clause; in the event that any court, administrative body or stock exchange requires such disclosure, or that the Disclosing Party waives compliance with any provisions of this clause, then the Disclosee or its Representatives will furnish only the terms, conditions or the existence hereof or that portion of the Confidential Information which is required to comply with the foregoing Applicable Law or requirements (or over which a waiver is received) and, further, each shall exercise its best efforts to obtain reasonable assurances that confidential treatment will be accorded such furnished information;
- (g) at the request of the Disclosing Party, promptly return all documents and material provided to the Disclosee or its Representatives, as well as all notes, summaries or copies of such material, or at a Disclosing Party's direction certify in writing that all such documents or materials were destroyed, provided that the Disclosee shall have the option to destroy rather than to return any notes, notations or summaries of Confidential Information made by it or its Representatives which may contain information of a confidential nature to the Disclosee provided that the Disclosee shall be entitled to make and keep one copy of any document or item representing Confidential Information for the sole purpose of maintaining a record of the Confidential Information that was furnished to it hereunder; and
- (h) take all such action as is reasonably necessary to safeguard the Confidential Information from disclosure to any Person other than as permitted herein.

## 14.2 Notices

Any notice or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by electronic transmission, in each case to the applicable address set out below:

- (a) If to Justify, to:

Justify Capital Corp.  
Suite 1703, 595 Burrard Street  
Vancouver, British Columbia V7X 1J1

Attention: Richard Graham, President, Chief Executive Officer, Chief Financial  
Officer, Corporate Secretary and Director  
E-mail: graham@earlston.ca

with a copy (which shall not constitute notice) to:

Borden Ladner Gervais LLP  
Centennial Place, East Tower  
Suite 1900, 520 3<sup>rd</sup> Avenue SW  
Calgary, Alberta T2P 0R3

Attention: Melinda Park  
E-mail: mpark@blg.com

- (b) If to EP, to:

Everyday People Financial Inc.  
Suite 450, 11150 Jasper Avenue  
Edmonton, Alberta T5K 0C7

Attention: Barret Reykdal  
E-mail: barret@epfinancial.ca

with a copy (which shall not constitute notice) to:

Bennett Jones LLP  
3400 One First Canadian Place  
100 King Street West  
Toronto, Ontario M5X 1A4

Attention: Sander Grieve and Ali Naushahi  
E-mail: grieves@bennettjones.com and naushahia@bennettjones.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of sending by electronic transmission, provided that such day in either event is a Business Day and the communication is so delivered or sent prior to 5:00 p.m. at the place of receipt on such day. Otherwise, such communication shall be deemed to have been given or made and to have been received on the next following Business Day. Any such communication

sent by mail shall be deemed to have been given or made and to have been received on the fifth (5<sup>th</sup>) Business Day following the mailing thereof. Any Party may from time to time change its address under this Section 14.2 by notice to the other Party given in the manner provided by this Section. No Party shall prevent, hinder or delay or attempt to prevent, hinder or delay the service on that Party of a notice or other communication relating to this Agreement.

### 14.3 Costs and Expenses

- (a) EP shall be responsible for all costs and charges incurred by it and by Justify with respect to the Qualifying Transaction, including, without limitation, all costs and charges incurred by either Party in connection with the Letter of Intent, all legal, accounting and audit fees and disbursements of either Party relating to the Qualifying Transaction (including any fees or other compensation to any consultants, brokers, agents or finders engaged by either Party), whether or not the Qualifying Transaction closes (collectively, the "**Transaction Expenses**").
- (b) For greater certainty, the Transaction Expenses shall also include:
  - (i) all costs, professional and advisory fees and expenses, legal expenses, regulatory filing fees and accounting expenses of either Party related to the Qualifying Transaction, including in connection with the Letter of Intent, the EP Private Placements and the preparation of this Agreement, the Filing Statement and any other documents required in connection with the Qualifying Transaction; and
  - (ii) all costs and fees payable to the TSXV regarding its review of the Qualifying Transaction and the personal information forms to be submitted by the proposed executive officers and directors of Justify following completion of the Qualifying Transaction and all listing fees in connection with any securities issued pursuant to the Qualifying Transaction.
- (c) Justify shall invoice EP for any and all Transaction Expenses incurred by it on a monthly basis, and, upon receipt thereof, EP shall promptly reimburse Justify for such invoiced Transaction Expenses provided that EP shall not be required to reimburse aggregate Transaction Expenses in excess of \$250,000, which shall be the responsibility of Justify unless further agreed to by the Parties. In addition, costs and fees described in Section 14.3(b)(ii) above shall be paid directly by EP upon the request of Justify. EP shall promptly reimburse Justify for any and all of its outstanding Transaction Expenses within two Business Days following the date of termination of this Agreement.
- (d) Transaction Expenses shall not include any technical, managerial or administrative fees and expenses payable by Justify to Earlston Management Corp. in respect of certain management and administrative support provided to Justify by it to facilitate the Qualifying Transaction, which are expected to be \$50,000. The Parties acknowledge that Justify shall pay Earlston Management Corp. from its working capital at such time or times as deemed reasonably necessary.

### 14.4 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other Party, but without further consideration, perform or cause to be performed all such further acts and execute and deliver or

cause to be executed and delivered all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

#### **14.5 Time**

For every provision in this Agreement, time is of the essence in all respects.

#### **14.6 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including, without limitation, the Letter of Intent. There are no representations, warranties, conditions, covenants or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. The Schedules attached hereto form an integral part of this Agreement.

#### **14.7 Amendment**

This Agreement may, at any time on or before the Qualifying Transaction Date, be amended by mutual agreement of the Parties, provided, however, that this Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties.

#### **14.8 Waiver**

A Party may: (i) extend the time for the performance by the other Party of the obligations owed to it; (ii) waive compliance with the other Party's agreements or the fulfillment of any of its conditions contained herein; or (iii) waive inaccuracies in the other Party's representations or warranties owed to it and contained herein or in any document delivered by such other Party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. Any waiver by a Party of any one or more of the conditions in its favour herein shall be without prejudice to its right to terminate this Agreement in respect of any other non-fulfilment of any other condition.

#### **14.9 Assignment**

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party.

#### **14.10 Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law. Any provision or part of this Agreement which is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity, legality or enforceability of such provision or part in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed. Upon such determination that any provision or part of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

#### **14.11 Governing Law**

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof. Except as specifically set forth herein, the Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the address of a Party set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against such Party in such court. Except as specifically set forth herein, the Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

#### **14.12 Counterparts**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The delivery of an executed counterpart copy of this Agreement by facsimile, email or other electronic means shall be deemed to be equivalent to the delivery of an original executed copy thereof.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties hereto as of the date first written above.

**JUSTIFY CAPITAL CORP.**

By: (signed) "Richard Graham"  
Name: Richard Graham  
Title: President, Chief Executive Officer,  
Chief Financial Officer, Corporate Secretary  
and Director

**EVERYDAY PEOPLE FINANCIAL  
INC.**

By: (signed) "Barret Reykdal"  
Name: Barret Reykdal  
Title: Chief Executive Officer

**SCHEDULE A  
AMALGAMATION AGREEMENT**

See attached.

## AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the ● day of ●, 202●

### BETWEEN:

**EVERYDAY PEOPLE FINANCIAL INC.**, a corporation existing under the *Business Corporations Act* (Alberta)

("EP")

- and -

**EVERYDAY PEOPLE FINANCIAL CORP.** (formerly named Justify Capital Corp.), a corporation existing under the *Business Corporations Act* (Alberta)

("Parent")

- and -

● **ALBERTA INC.**, a corporation existing under the *Business Corporations Act* (Alberta)

("Subco")

**WHEREAS** Subco is a wholly-owned subsidiary of Parent and has not carried on active business;

**AND WHEREAS** EP and Subco agreed to amalgamate pursuant to the provisions of the Act (as defined herein) on the terms and subject to the conditions set forth herein;

**AND WHEREAS** Parent and EP are parties to the Business Combination Agreement (as defined herein) which contemplates such amalgamation;

**AND WHEREAS** on the amalgamation of EP and Subco pursuant to the provisions of the Act, among other things, the holders of class "A" shares of EP will receive one common share of Parent for each class "A" share of EP held;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

### **ARTICLE 1** **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Amalgamation Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) "Act" means the *Business Corporations Act* (Alberta), as from time to time amended or re-enacted;

- (b) "**Amalco**" means the corporation formed upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;
- (c) "**Amalco Shares**" means the common shares in the capital of Amalco which Amalco will be authorized to issue upon completion of the Amalgamation;
- (d) "**Amalgamating Parties**" means, collectively, EP and Subco;
- (e) "**Amalgamation**" means the amalgamation of the Amalgamating Parties pursuant to Section 181 of the Act as contemplated by this Amalgamation Agreement;
- (f) "**Amalgamation Agreement**" means this amalgamation agreement, including any exhibits attached hereto, as amended or supplemented from time to time;
- (g) "**Applicable Law(s)**" means all laws, statutes, codes, ordinances, decrees, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, that, in a context that refers to one or more Persons, apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Government Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (h) "**Articles of Amalgamation**" means the articles of amalgamation providing for the Amalgamation to be filed with the Registrar by the Amalgamating Parties in order to effect the Amalgamation pursuant to subsection 185(1) of the Act, in the form annexed hereto as Exhibit A;
- (i) "**Business Combination Agreement**" means the business combination agreement dated December 6, 2021 between Parent and EP, including any schedules attached thereto, as amended or supplemented from time to time in accordance with the provisions thereof;
- (j) "**Business Day**" means any day other than a Saturday or Sunday or a day recognized as a holiday in Vancouver, British Columbia or Edmonton, Alberta;
- (k) "**CDS**" means CDS Clearing and Depository Services Inc.;
- (l) "**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Registrar on receipt of the Articles of Amalgamation pursuant to subsection 185(4) of the Act;
- (m) "**Dissenting Shareholder**" means a registered EP Shareholder who, in connection with the special resolution of the EP Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to section 191 of the Act in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its EP Shares and who has not withdrawn the notice of objection as permitted by section 191 of the Act;
- (n) "**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation;

- (o) **"Effective Time"** means 12:01 a.m. (Edmonton time) on the Effective Date;
- (p) **"EP"** means Everyday People Financial Inc., a corporation existing under the Act;
- (q) **"EP Broker Warrants"** means the ● non-transferable broker warrants to purchase EP Shares, each EP Broker Warrant entitling the holder thereof to purchase one EP Share at an exercise price of \$● per EP Share, in accordance with its terms;
- (r) **"EP Options"** means the ● options of EP granted to certain directors, officers, employees and consultants of EP or the subsidiaries of EP, each EP Option entitling the holder thereof to purchase one EP Share at an exercise price of \$● per EP Share, in accordance with its terms;
- (s) **"EP Shareholder"** means a holder of EP Shares from time to time, and **"EP Shareholders"** means all of such holders;
- (t) **"EP Shares"** means the class "A" shares in the capital of EP, as presently constituted on the date hereof;
- (u) **"EP Warrants"** means the ● warrants to purchase EP Shares, each EP Warrant entitling the holder thereof to purchase one EP Share at an exercise price of \$● per EP Share, in accordance with its terms;
- (v) **"Exchange Ratio"** means one (1);
- (w) **"fair value"** where used in relation to an EP Share held by a Dissenting Shareholder, means fair value as determined by a court under section 191 of the Act or as agreed between EP and the Dissenting Shareholder;
- (x) **"Former EP Broker Warrantholders"** means, following the Effective Time, the holders of EP Broker Warrants immediately prior to the Effective Time;
- (y) **"Former EP Optionholders"** means, following the Effective Time, the holders of EP Options immediately prior to the Effective Time;
- (z) **"Former EP Shareholders"** means, following the Effective Time, the EP Shareholders immediately prior to the Effective Time;
- (aa) **"Former EP Warrantholders"** means, following the Effective Time, the holders of EP Warrants immediately prior to the Effective Time;
- (bb) **"Government Authority"** means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency, authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for certainty, includes the TSXV;
- (cc) **"Parent"** means Everyday People Financial Corp., formerly named Justify Capital Corp., a corporation existing under the Act;

- (dd) **"Parent Replacement Broker Warrants"** means the non-transferable broker warrants of Parent to acquire Parent Shares to be issued to the Former EP Broker Warrantholders pursuant to the Amalgamation in replacement of the EP Broker Warrants outstanding immediately prior to the Effective Time, each Parent Replacement Broker Warrant entitling the holder thereof to purchase one Parent Share at a price equal to the quotient arrived at by dividing the exercise price per EP Share of each such EP Broker Warrant immediately prior to the Effective Time by the Exchange Ratio until the expiry date of each such EP Broker Warrant being replaced by a Parent Replacement Broker Warrant, in accordance with its terms;
- (ee) **"Parent Replacement Options"** means the options of Parent to acquire Parent Shares to be issued to the Former EP Optionholders pursuant to the Amalgamation in replacement of the EP Options outstanding immediately prior to the Effective Time, each Parent Replacement Option entitling the holder thereof to purchase one Parent Share at a price equal to the quotient arrived at by dividing the exercise price per EP Share of each such EP Option immediately prior to the Effective Time by the Exchange Ratio (subject to adjustment in accordance with Section 3.4) until the expiry date of each such EP Option being replaced by a Parent Replacement Option, in accordance with its terms;
- (ff) **"Parent Replacement Warrants"** means the warrants of Parent to acquire Parent Shares to be issued to the Former EP Warrantholders pursuant to the Amalgamation in replacement of the EP Warrants outstanding immediately prior to the Effective Time, each Parent Replacement Warrant entitling the holder thereof to purchase one Parent Share at a price equal to the quotient arrived at by dividing the original exercise price per EP Share of each such EP Warrant immediately prior to the Effective Time by the Exchange Ratio until the expiry date of each such EP Warrant being replaced by a Parent Replacement Warrant, in accordance with its terms;
- (gg) **"Parent Shares"** means the common shares in the capital of Parent, as presently constituted on the date hereof;
- (hh) **"Person"** includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;
- (ii) **"Registrar"** means the Registrar of Corporations or a Deputy Registrar of Corporations under section 263 of the Act;
- (jj) **"Subco"** means • Alberta Inc., a wholly-owned subsidiary of Parent existing under the Act; and
- (kk) **"TSXV"** means the TSX Venture Exchange Inc.

In addition, words and phrases used (but not defined) herein and defined in the Act shall have the same meaning herein as in the Act unless the context otherwise requires.

## 1.2 Interpretation Not Affected by Headings

The division of this Amalgamation Agreement into articles and sections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this

Amalgamation Agreement. The terms "this Amalgamation Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Amalgamation Agreement and the exhibits attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

### **1.3 Number and Gender**

In this Amalgamation Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, and words importing gender shall include all genders.

### **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 which is a Business Day.

### **1.5 Statutory References**

Any reference in this Amalgamation Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and every statute or regulation that supplements or supersedes such statute or regulations.

## **ARTICLE 2** **AGREEMENT TO AMALGAMATE**

### **2.1 Amalgamation**

The Amalgamating Parties hereby agree to amalgamate pursuant to section 181 of the Act as of the Effective Date and to continue as one corporation upon the terms and subject to the conditions contained in this Amalgamation Agreement.

### **2.2 Business Combination Agreement**

This Amalgamation Agreement is made pursuant to, is subject to the provisions of and forms part of the Business Combination Agreement.

## **ARTICLE 3** **THE AMALGAMATION**

### **3.1 The Amalgamation**

At the Effective Time, the following shall occur without any further act or formality:

- (a) the amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, shall become effective, and
  - (i) the property of each Amalgamating Party shall continue to be the property of Amalco;
  - (ii) Amalco shall continue to be liable for the obligations of each Amalgamating Party;
  - (iii) an existing cause of action, claim or liability to prosecution shall be unaffected;

- (iv) a civil, criminal or administrative action or proceeding pending by or against an Amalgamating Party may be continued to be prosecuted by or against Amalco;
  - (v) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Party may be enforced by or against Amalco; and
  - (vi) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco;
- (b) each EP Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder will become an entitlement to be paid the fair value of such share;
  - (c) each EP Share (other than those held by Dissenting Shareholders) outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former EP Shareholder of such EP Share shall receive (subject to Section 3.2) such number of fully paid and non-assessable Parent Shares issued by Parent as is equal to the Exchange Ratio;
  - (d) each common share of Subco outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, Amalco shall issue one Amalco Share to Parent;
  - (e) as consideration for the issue by Parent of the Parent Shares pursuant to Section 3.1(c) hereof to effect the Amalgamation, Amalco shall issue to Parent one Amalco Share for each Parent Share so issued;
  - (f) Amalco will be a wholly-owned subsidiary of Parent;
  - (g) each EP Option outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former EP Optionholder of such EP Option shall receive (subject to Section 3.2) such number of Parent Replacement Options issued by Parent as is equal to the Exchange Ratio;
  - (h) each EP Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former EP Warranholder of such EP Warrant shall receive (subject to Section 3.2) such number of Parent Replacement Warrants issued by Parent as is equal to the Exchange Ratio; and
  - (i) each EP Broker Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former EP Broker Warranholder of such EP Broker Warrant shall receive (subject to Section 3.2) such number of Parent Replacement Broker Warrants issued by Parent as is equal to the Exchange Ratio.

### **3.2 No Fractional Securities**

Following the Effective Time, if the aggregate number of Parent Shares, Parent Replacement Options, Parent Replacement Warrants or Parent Replacement Broker Warrants to which a Former EP Shareholder, a Former EP Optionholder, a Former EP Warranholder or a Former EP Broker Warranholder, respectively, would otherwise be entitled pursuant to Section 3.1(c), Section 3.1(g), Section 3.1(h) or Section 3.1(i) hereof, respectively, is not a whole number, then the number of Parent Shares, Parent Replacement Options, Parent Replacement Warrants or Parent Replacement Broker Warrants, as the case may be, shall be rounded down to the next whole number and no compensation will be paid to the Former EP Shareholder, the Former

EP Optionholder, the Former EP Warrantholder or the Former EP Broker Warrantholder in respect of such fractional Parent Share, Parent Replacement Option, Parent Replacement Warrant or Parent Replacement Broker Warrant.

### **3.3 Post-Effective Time Procedures**

Subject to the provisions of Article 5 hereof, Former EP Shareholders, Former EP Optionholders, Former EP Warrantholders or Former EP Broker Warrantholders shall be entitled to receive delivery of the certificates, Direct Registration System advices or electronic positions within CDS, as applicable, representing the Parent Shares, Parent Replacement Options, Parent Replacement Warrants or Parent Replacement Broker Warrants, respectively, to which they are entitled pursuant to Section 3.1(c), Section 3.1(g), Section 3.1(h) and Section 3.1(i) hereof, respectively, subject to Section 3.2 hereof.

### **3.4 Adjustment to Exercise Price of Parent Replacement Options**

It is intended that the provisions of subsection 7(1.4) of the *Income Tax Act* (Canada) apply to the exchange of an EP Option for Parent Replacement Options by virtue of the Amalgamation.

### **3.5 Stated Capital**

At the Effective Time, Amalco shall add to the stated capital account maintained by Amalco for the Amalco Shares an amount equal to the aggregate of the amount of the stated capital account maintained by Subco in respect of the common shares of Subco immediately prior to the Effective Time and the amount of the stated capital account maintained by EP in respect of the EP Shares (other than EP Shares held by Dissenting Shareholders) immediately prior to the Effective Time.

## **ARTICLE 4** **AMALCO**

### **4.1 Name**

The name of Amalco shall be "Everyday People Financial Inc."

### **4.2 Authorized Capital**

Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares).

### **4.3 Share Provisions**

The rights, privileges, restrictions and conditions attaching to the Amalco Shares shall be as set out in the Articles of Amalgamation attached hereto as Exhibit A.

### **4.4 Restrictions on Share Transfers**

The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of Amalco unless the board of directors of Amalco has approved the transfer.

#### 4.5 Directors

- (a) **Minimum and Maximum.** The directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one and a maximum number of ten directors.
- (b) **Initial Director.** The number of directors of Amalco shall initially be set at one. The initial director of Amalco immediately following the Amalgamation shall be the individual whose name and address appears below:

<u>Name</u>	<u>Address</u>
Barret Reykdal	Suite 450, 11150 Jasper Avenue, Edmonton, Alberta T5K 0C7

The initial director shall hold office from the Effective Date until the first annual general meeting of Amalco or until his successor is elected or appointed.

#### 4.6 Business

There shall be no restrictions on the businesses that Amalco is authorized to carry on.

#### 4.7 Other Provisions

Subject to the provisions of the Act, the following provisions shall apply to Amalco:

- (a) The right to transfer securities of Amalco (other than non-convertible debt securities of Amalco) shall be restricted in that no securityholder shall be entitled to transfer any securities of Amalco unless the board of directors of Amalco has approved the transfer.
- (b) Amalco shall have a lien on the shares registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to Amalco.
- (c) The directors may, between annual general meetings, appoint one or more additional directors of Amalco to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of Amalco.

#### 4.8 By-Laws

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of EP.

### **ARTICLE 5** **DELIVERY OF PARENT SECURITIES**

#### 5.1 Delivery of Parent Shares

- (a) In accordance with normal commercial practice, as soon as practicable following the Effective Time, Parent shall issue or cause to be issued certificates, Direct Registration System advices or electronic positions within CDS representing the appropriate number of Parent Shares to the Former EP Shareholders (other than Dissenting Shareholders) by causing the registrar and transfer agent of Parent (i) to forward to each Former EP

Shareholder, at the address specified in the central securities register maintained by EP, the certificates or Direct Registration System advices representing the Parent Shares to which such Former EP Shareholder is entitled to receive in accordance with Section 3.3 hereof, or (ii) in respect of EP Shares registered in the name of CDS, to deposit electronic positions within CDS representing the appropriate number of Parent Shares.

- (b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more EP Shares held by a Former EP Shareholder shall cease to represent any claim upon or interest in EP other than the right of the registered holder thereof to receive the number of Parent Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

## **5.2 Delivery of Parent Replacement Options**

- (a) In accordance with normal commercial practice, as soon as practicable following the Effective Time, Parent shall issue or cause to be issued certificates representing the appropriate number of Parent Replacement Options to the Former EP Optionholders by forwarding to each Former EP Optionholder, at the address specified in the central securities register maintained by EP, the certificates representing the Parent Replacement Options to which such Former EP Optionholder is entitled to receive in accordance with Section 3.3 hereof.
- (b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more EP Options held by a Former EP Optionholder shall cease to represent any claim upon or interest in EP other than the right of the registered holder thereof to receive the number of Parent Replacement Options to which it is entitled pursuant to the terms hereof and the Amalgamation.
- (c) Parent shall take all corporate action necessary to reserve for issue a sufficient number of Parent Shares for delivery upon exercise of the Parent Replacement Options in accordance with their terms. Parent shall use all commercially reasonable efforts to cause the Parent Shares issuable upon the exercise of the Parent Replacement Options to be listed on each stock exchange, if any, on which Parent Shares are then listed and posted for trading.

## **5.3 Delivery of Parent Replacement Warrants**

- (a) In accordance with normal commercial practice, as soon as practicable following the Effective Time, Parent shall issue or cause to be issued certificates, Direct Registration System advices or electronic positions within CDS representing the appropriate number of Parent Replacement Warrants to the Former EP Warrantholders by (i) forwarding to each Former EP Warrantholder, at the address specified in the central securities register maintained by EP, the certificates representing the Parent Replacement Warrants to which such Former EP Warrantholder is entitled to receive in accordance with Section 3.3 hereof, or (ii) in respect of the EP Warrants issued upon conversion of the subscription receipts of EP, causing the warrant agent of Parent (A) to forward to each Former EP Warrantholder, at the address specified in the central securities register maintained by EP, the certificates or Direct Registration System advices representing the Parent Replacement Warrants to which such Former EP Warrantholder is entitled to receive in accordance with Section 3.3 hereof, or (B) in respect of EP Warrants registered in the name of CDS, to deposit electronic positions within CDS representing the appropriate number of Parent Replacement Warrants.

- (b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more EP Warrants held by a Former EP Warrantholder shall cease to represent any claim upon or interest in EP other than the right of the registered holder thereof to receive the number of Parent Replacement Warrants to which it is entitled pursuant to the terms hereof and the Amalgamation.
- (c) Parent shall take all corporate action necessary to reserve for issue a sufficient number of Parent Shares for delivery upon exercise of the Parent Replacement Warrants in accordance with their terms. Parent shall use all commercially reasonable efforts to cause the Parent Shares issuable upon the exercise of the Parent Replacement Warrants to be listed on each stock exchange, if any, on which Parent Shares are then listed and posted for trading.

#### **5.4 Delivery of Parent Replacement Broker Warrants**

- (a) In accordance with normal commercial practice, as soon as practicable following the Effective Time, Parent shall issue or cause to be issued certificates representing the appropriate number of Parent Replacement Broker Warrants to the Former EP Broker Warrantholders by forwarding to each Former EP Broker Warrantholder, at the address specified in the central securities register maintained by EP, the certificates representing the Parent Replacement Broker Warrants to which such Former EP Broker Warrantholder is entitled to receive in accordance with Section 3.3 hereof.
- (b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more EP Broker Warrants held by a Former EP Broker Warrantholder shall cease to represent any claim upon or interest in EP other than the right of the registered holder thereof to receive the number of Parent Replacement Broker Warrants to which it is entitled pursuant to the terms hereof and the Amalgamation.
- (c) Parent shall take all corporate action necessary to reserve for issue a sufficient number of Parent Shares for delivery upon exercise of the Parent Replacement Broker Warrants in accordance with their terms. Parent shall use all commercially reasonable efforts to cause the Parent Shares issuable upon the exercise of the Parent Replacement Broker Warrants to be listed on each stock exchange, if any, on which Parent Shares are then listed and posted for trading.

#### **5.5 Withholding Rights**

Parent and Amalco shall be entitled to deduct and withhold from all dividends or other distributions otherwise payable to any Former EP Shareholder such amounts as Parent and Amalco is required or permitted to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of any Applicable Laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former EP Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

**ARTICLE 6**  
**ARTICLES OF AMALGAMATION**

**6.1 Filing**

Upon the shareholders of each of the Amalgamating Parties approving this Amalgamation Agreement in accordance with the provisions of the Act and the satisfaction or waiver, in accordance with the provisions of the Business Combination Agreement, of the conditions set forth in Article 8 of the Business Combination Agreement, the Amalgamating Parties shall jointly file with the Registrar the Articles of Amalgamation in the form annexed hereto as Exhibit A and such other documents as may be required in connection therewith.

**ARTICLE 7**  
**AMENDMENT AND TERMINATION**

**7.1 Amendment**

This Amalgamation Agreement may be amended at any time and from time to time prior to the Effective Date by mutual written agreement of the parties hereto.

**7.2 Termination**

Subject to the provisions of the Business Combination Agreement, this Amalgamation Agreement may, prior to the issue of the Certificate of Amalgamation, be terminated by the directors of either of the Amalgamating Parties, notwithstanding the approval of this Amalgamation Agreement by the shareholders of either or both of the Amalgamating Parties, and shall be conclusively deemed to have been so terminated upon the termination of the Business Combination Agreement in accordance with the provisions thereof.

**ARTICLE 8**  
**GENERAL**

**8.1 Governing Law**

This Amalgamation Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising under or in relation to this Amalgamation Agreement.

**8.2 Execution in Counterparts**

This Amalgamation Agreement may be executed by original or facsimile signature and in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties hereto have executed this Amalgamation Agreement as of the date first written above.

**EVERYDAY PEOPLE FINANCIAL  
INC.**

By: \_\_\_\_\_  
Name: Barret Reykdal  
Title: Chief Executive Officer

**EVERYDAY PEOPLE FINANCIAL  
CORP.**

By: \_\_\_\_\_  
Name: Richard Graham  
Title: President, Chief Executive Officer,  
Chief Financial Officer, Corporate Secretary  
and Director

• **ALBERTA INC.**

By: \_\_\_\_\_  
Name: Richard Graham  
Title: President, Secretary and Director

**EXHIBIT A**  
**ARTICLES OF AMALGAMATION**

See attached.

**BUSINESS CORPORATIONS ACT**

**Alberta**

**Articles of Amalgamation**

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**1. Name of Amalgamated Corporation**

**EVERYDAY PEOPLE FINANCIAL INC.**

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**2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

An unlimited number of Common Shares.

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**3. Restrictions on share transfers (if any):**

The attached Schedule of Restrictions on Share Transfers is incorporated into and forms part of this form.

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**4. Number, or minimum and maximum number, of directors that the corporation may have:**

Not less than one (1) director and not more than ten (10) directors.

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**5. If the corporation is restricted FROM carrying on a certain business, or restricted TO carrying on a certain business, specify the restriction(s):**

None.

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**6. Other rules or provisions (if any):**

The attached Schedule of Other Provisions is incorporated into and forms part of this form.

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<b>7. Name of Amalgamating Corporations</b>	<b>Corporate Access Number</b>
Everyday People Financial Inc.	2018438628
• Alberta Inc.	•

<b>DATE</b>	<b>SIGNATURE</b>	<b>TITLE</b>

## **SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS**

1. The right to transfer shares of the Corporation is restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of the Corporation unless the board of directors of the Corporation has approved the transfer.

## **SCHEDULE OF OTHER PROVISIONS**

1. The right to transfer securities of the Corporation (other than non-convertible debt securities) is restricted in that no securityholder shall be entitled to transfer any securities of the Corporation unless the board of directors of the Corporation has approved the transfer.
2. The Corporation has a lien on the shares registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to the Corporation.
3. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of the Corporation.