

METAVISTA3D INC.

and

1448125 B.C. LTD.

BUSINESS COMBINATION AGREEMENT

JULY 12, 2024

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of the 12th day of July, 2024,

BETWEEN:

METAVISTA3D INC.

a corporation existing under the laws of the Province of British Columbia (“**Metavista**”)

-and-

1448125 B.C. LTD

a corporation existing under the laws of the Province of British Columbia (“**FinCo**”)

(each a “**Party**” and collectively, the “**Parties**”)

CONTEXT:

- A. Metavista is a reporting issue in British Columbia and Alberta.
- B. Following the Consolidation (as defined below) Metavista and FinCo propose to combine the business and assets of FinCo with those of Metavista.
- C. The Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the BCBCA (as defined below) and related transaction steps.

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 covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1.1 “**Affiliate**” has the meaning ascribed thereto in the BCBCA.
- 1.1.2 “**Agreement**” means this agreement, including all Schedules, as it may be confirmed, amended, supplemented or restated by written agreement between the Parties.
- 1.1.3 “**Amalco**” means the amalgamated corporation resulting and continuing from the Amalgamation.
- 1.1.4 “**Amalco Shares**” means the Common Shares in the capital of Amalco.
- 1.1.5 “**Amalgamation**” means the amalgamation of FinCo and Subco by way of a “three-cornered amalgamation” with Metavista pursuant to the BCBCA.

- 1.1.6 “**Amalgamation Agreement**” means the agreement among FinCo, Metavista and Subco in respect of the Amalgamation, to be substantially in the form attached hereto as Schedule A.
- 1.1.7 “**BCBCA**” means the *Business Corporations Act* (British Columbia) as the same has been and may hereafter from time to time be amended.
- 1.1.8 “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- 1.1.9 “**Business**” means the business currently and hereto carried on by FinCo.
- 1.1.10 “**Business Combination**” means the series of transactions, as detailed in this Agreement, through which the businesses of FinCo and Metavista will be combined.
- 1.1.11 “**Business Day**” means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Vancouver, British Columbia.
- 1.1.12 “**Certificate of Amalgamation**” means the certificate in respect of the Amalgamation.
- 1.1.13 “**Completion Deadline**” means July 31, 2024, or such later date as may be mutually agreed between the Parties in writing.
- 1.1.14 “**Confidential Information**” is defined in Section 9.8.2.
- 1.1.15 “**Consolidation**” means the consolidation of Metavista Shares on a basis of 3.33 pre consolidation Metavista Shares for every 1 Metavista Share outstanding immediately prior to the consolidation.
- 1.1.16 “**Contravene**” means an act or omission would “Contravene” something if, as the context requires:
- 1.1.16.1 the act or omission would conflict with it, violate it, result in a breach or violation of or failure to comply with it, or constitute a default under it, the effect of which would have a Material Adverse Effect on either Party to this Agreement;
 - 1.1.16.2 the act or omission would give any Governmental Authority or other Person the right to challenge, revoke, withdraw, suspend, cancel, terminate or modify it, to exercise any remedy or obtain any relief under it, or to declare a default or accelerate the maturity of any obligation under it the effect of which (in the case of any such right of a Person not a Governmental Authority) would have a Material Adverse Effect on either Party to this Agreement; or
 - 1.1.16.3 the act or omission would result in the creation of an Encumbrance on the stock or assets of FinCo;
- 1.1.17 “**Metavista**” is defined in the recital of the Parties above.
- 1.1.18 “**Metavista Shareholder**” means a registered holder of Metavista Shares, from time to time.
- 1.1.19 “**Metavista Shares**” means the Common Shares in the capital of Metavista.

- 1.1.20 “**Dissenting FinCo Shares**” means the FinCo Shares held by Dissenting Shareholders.
- 1.1.21 “**Dissenting Procedures**” means the dissent procedures provided to FinCo Shareholders pursuant to Division 2 of Part 8 of the BCBCA
- 1.1.22 “**Dissenting Shareholder**” means a registered shareholder of FinCo who dissents in respect in strict compliance with FinCo Dissenting Procedures.
- 1.1.23 “**Documents**” means, collectively, this Agreement and the Amalgamation Agreement.
- 1.1.24 “**Effective Date**” means the date giving effect to the Amalgamation, which date will be in accordance with Section 2.1.5.
- 1.1.25 “**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as may be agreed by FinCo and Metavista.
- 1.1.26 “**Encumbrance**” means any and all claims, liens, security interests, mortgages, pledges, pre-emptive rights, charges, options, equity interests, encumbrances, proxies, voting agreements, voting trusts, leases, tenancies, easements or other interests of any nature or kind whatsoever, howsoever created.
- 1.1.27 “**Environmental Laws**” means any Laws relating to the environment and protection of the environment, the regulation of chemical substances or products, health and safety including occupational health and safety, and the transportation of dangerous goods.
- 1.1.28 “**Exchange Ratio**” has the meaning given to such term in Section 2.1.5.2.
- 1.1.29 “**Financing**” means the private placement of equity securities of FinCo or any other form of financing provided that the aggregate amount raised from the Financing, or any other form of financing for minimum aggregate proceeds of CDN\$567,028.35 through the issuance of 1,260,063 FinCo Shares at a price of \$0.45 per FinCo Share.
- 1.1.30 “**Governing Documents**” means, in respect of each Party, as applicable, certificate of incorporation, notice of articles and articles, as amended.
- 1.1.31 “**Governmental Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty.
- 1.1.32 “**Hazardous Material**” means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing material.
- 1.1.33 “**IFRS**” means International Financial Reporting Standards applicable as at the relevant date.
- 1.1.34 “**in writing**” means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party.
- 1.1.35 “**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws,

statutory rules, principles of law, published policies, forms and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, directives, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities.

- 1.1.36 “**Liabilities**” includes liabilities or obligations at the Effective Date of any nature, whether known or unknown, whether absolute, accrued, contingent, choate, inchoate or otherwise, whether due or to become due, and whether or not required to be reflected on a balance sheet prepared in accordance with IFRS;
- 1.1.37 “**Letter of Intent**” is defined in the recitals above.
- 1.1.38 “**Material Adverse Change**” when used in connection with Metavista or FinCo, means any change, effect, event or occurrence that is, or could reasonably be expected to be, material and adverse to the business, properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), operations or financial condition of such Party and its Subsidiaries, taken as a whole, as applicable, other than any change, effect, event or occurrence: (i) relating to the global economy or securities markets in general; or (ii) affecting the telecom construction industry in general and which does not have a materially disproportionate effect on Metavista or FinCo.
- 1.1.39 “**Material Adverse Effect**” means any effect that is, or could reasonably be expected to be, a Material Adverse Change.
- 1.1.40 “**Material Contract**” is any contract having a monetary value greater than \$50,000 with respect to FinCo and \$50,000 with respect to Metavista or a term longer than one year.
- 1.1.41 “**material fact**” is defined in the Securities Act.
- 1.1.42 “**Ordinary Course of Business**” refers to actions taken in FinCo’s normal operation, consistent with its past practice and having no Material Adverse Effect.
- 1.1.43 “**Parties**” means Metavista and FinCo, collectively, and “**Party**” means either of them.
- 1.1.44 “**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status.
- 1.1.45 “**Proceeding**” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitral or investigative.
- 1.1.46 “**Registrar**” Registrar of Companies for British Columbia;
- 1.1.47 “**Regulatory Approval**” means any approval, consent, waiver, permit, order or exemption from any Governmental Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and “**Regulatory Approvals**” means all such approvals, consents,

waivers, permits, orders or exemptions.

- 1.1.48 “**Release**” means to release, spill, leak, pump, pour, emit, empty, discharge, deposit, inject, leach, dispose, dump or permit to escape.
- 1.1.49 “**Resulting Issuer**” means Metavista upon completion of the Business Combination.
- 1.1.50 “**Resulting Issuer Shares**” means the Common Shares in the capital of the Resulting Issuer, following the Amalgamation.
- 1.1.51 “**Securities Act**” means the *Securities Act* (British Columbia) as the same has been and may hereafter from time to time be amended.
- 1.1.52 “**Solvent**” means, with respect to any Person, as of any date of determination, that (a) the amount of the present fair saleable value of the assets of such Person will, as of such date, exceed the amount of all Liabilities of such Person, contingent or otherwise, as of such date, (b) the fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature.
- 1.1.53 “**Subco**” means 1491729 B.C. Ltd., a corporation incorporated under the Provincial laws of British Columbia as a wholly-owned Subsidiary of Metavista for the sole purpose of effecting the Amalgamation.
- 1.1.54 “**Subco Shares**” means the Common Shares in the capital of Subco.
- 1.1.55 “**Subsidiary**” has the meaning ascribed thereto in the BCBCA.
- 1.1.56 “**Taxes**” shall mean any or all Canadian federal, provincial, local or foreign (i.e. non-Canadian) income, gross receipts, real property gains, goods and services, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, or other taxes, levies, governmental charges or assessments of any kind whatsoever, including, without limitation, any estimated tax payments, interest, penalties or other additions, whether or not disputed.
- 1.1.57 “**Tax Act**” means the *Income Tax Act* (Canada) as the same has been and may hereafter from time to time be amended.
- 1.1.58 “**Transfer Agent**” means such Person as Metavista may appoint to act as transfer agent in relation to the Business Combination, with the approval of FinCo, acting reasonably.
- 1.1.59 “**FinCo**” is defined in the recital of the Parties above.
- 1.1.60 “**FinCo Shareholder**” means a registered holder of FinCo Shares, from time to time, and “**FinCo Shareholders**” means all such holders.
- 1.1.61 “**FinCo Shares**” means the Common Shares in the capital of FinCo.

1.2 Interpretation

- 1.2.1 *Gender and number.* In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
- 1.2.2 *Including.* Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 1.2.3 *Division and Headings.* The division of this Agreement into Articles and Sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.4 *Articles, Sections, etc.* References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless otherwise specified.
- 1.2.5 *Time Periods.* Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.2.6 *Statutory Instruments.* Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3 Currency

Unless otherwise specified, the word “dollar” and the “\$” sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

1.4 Governing Law

This Agreement will be governed by and interpreted in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia sitting in and for the judicial district of Toronto in respect of all matters arising under or in relation to this Agreement.

1.5 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of British Columbia 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 addresses of the Parties set forth in this Agreement will be effective service of process for any action, suit or proceeding brought against either Party in such court. 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 British Columbia 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.

ARTICLE 2 THE BUSINESS COMBINATION

2.1 Business Combination Steps

FinCo and Metavista agree to effect the combination of their respective businesses and assets by way of a series of steps or transactions including the Consolidation, the Financing and the Amalgamation. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this Section 2.1, and subject to the terms and conditions of this Agreement, it will take the following steps indicated for it:

- 2.1.1 Metavista will effect the Consolidation, on a basis of 3.33 pre consolidation Metavista Shares will become 1 Metavista Share.
- 2.1.2 FinCo will use commercially reasonable efforts to complete the Financing.
- 2.1.3 FinCo and Subco will amalgamate to form Amalco, by way of statutory amalgamation under the BCBCA on the terms and subject to the conditions contained in the Documents.
- 2.1.4 The Parties will cause the amalgamation application to be filed to effect the Amalgamation, pursuant to which:
 - 2.1.4.1 FinCo and Subco will amalgamate under the provisions of the BCBCA and continue as one amalgamated corporation, being Amalco;
 - 2.1.4.2 Subject to Section 2.1.5, holders of outstanding FinCo Shares (including FinCo Shares issued pursuant to the Financing) will receive one (1) Resulting Issuer Share for each FinCo Share held (such ratio being the “**Exchange Ratio**”). The Parties acknowledge and agree that the maximum number of Resulting Issuer Shares issuable pursuant to this section 2.1.4.2 will be 1,333,333 Resulting Issuer Shares;
 - 2.1.4.3 each outstanding Subco Share will be cancelled and replaced by Amalco Shares on the basis of one (1) Amalco Share for each Subco Share;
 - 2.1.4.4 as consideration for the issuance of the Resulting Issuer Shares to the holders of FinCo Shares to effect the Amalgamation, Amalco will issue to the Resulting Issuer one (1) fully paid Amalco Share for each Resulting Issuer Share so issued;
 - 2.1.4.5 all of the property and assets of each of FinCo and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of FinCo and Subco; and
 - 2.1.4.6 Amalco will be a wholly-owned Subsidiary of the Resulting Issuer.
- 2.1.5 In accordance with Section 8.6, FinCo Shares which are held by a Dissenting Shareholder will not be converted as prescribed by Section 2.1.5.2. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under the Dissent Procedures, such Dissenting Shareholder’s Dissenting FinCo Shares will thereupon be deemed to have been converted as of the Effective Date.
- 2.1.6 As soon as practicable after the Effective Date, in accordance with normal commercial practice and Section 2.2.7, the Resulting Issuer will issue or cause to be issued certificates representing the appropriate number of the Resulting Issuer Shares to the former FinCo Shareholders. No fractional Resulting Issuer Shares will be delivered to any FinCo Shareholder otherwise entitled thereto and instead the number of Resulting Issuer Shares will be rounded down to the nearest whole number.

2.1.7 The Parties will take any other action 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 Business Combination.

2.2 Implementation Covenants

2.2.1 *Amalgamation Agreement, etc.* The Parties hereby acknowledge that the Amalgamation Agreement will be substantially in the form attached as Schedule A. Subco will (and Metavista will cause Subco to), subject to the terms and conditions of this Agreement and subject to and following the receipt of all Regulatory Approvals, deliver to FinCo the duly executed Amalgamation Agreement and amalgamation application (substantially in the form attached thereto as Exhibit A) and related documents, which will be filed by FinCo with the Registrar.

2.2.2 *Resulting Issuer Shares and Procedures.*

2.2.2.1 On the Effective Date:

2.2.2.1.1 the FinCo Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting FinCo Shares) will be deemed to be the registered holders of the Resulting Issuer Shares to which they are entitled hereunder;

2.2.2.1.2 the Resulting Issuer will issue such Resulting Issuer Shares via certificate, as applicable, to satisfy the consideration issuable to such FinCo Shareholders; and

2.2.2.1.3 all issued and outstanding FinCo Shares will be cancelled and in connection therewith, any certificates formerly representing FinCo Shares that are held by such FinCo Shareholders will cease to represent any claim upon or interest in FinCo other than the right of the registered holder to receive the number of Resulting Issuer Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.

2.2.2.2 As soon as reasonably practicable after the Effective Date, the Resulting Issuer will forward to, or hold for pick-up by, each former FinCo Shareholder, the certificates representing the Resulting Issuer Shares to which such FinCo Shareholder is entitled, all in accordance with the provisions of the Amalgamation Agreement.

2.2.2.3 The Resulting Issuer, as the registered holder of the Subco Shares, will be deemed to be the registered holder of the Amalco Shares, and the Resulting Issuer will be entitled to receive a share certificate representing the number of Amalco Shares. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the Resulting Issuer will be evidence of the Resulting Issuer's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares will cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of FinCo

FinCo hereby represents and warrants to Metavista, and acknowledges that Metavista is relying upon such representations and warranties in connection with the entering into of this Agreement and the completion of the Business Combination, as follows:

- 3.1.1 *Organization and Good Standing.* FinCo is duly incorporated, organized and validly subsisting under the laws of the Province of British Columbia and has the corporate power to own or lease its property and to carry on its business as it is now being conducted and as proposed to be conducted and on the Effective Date will have the corporate power to execute, deliver and perform its obligations under this Agreement, and will have made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which FinCo is subject.
- 3.1.2 *Authorized Capital.* The authorized share capital of FinCo consists of an unlimited number of FinCo Shares, of which 100 FinCo Shares are currently issued and outstanding as of the date hereof and such issued and outstanding FinCo Shares have been validly issued and are outstanding as fully paid and non-assessable and are not, and on the Effective Date, will not be subject to any pre-emptive rights.
- 3.1.3 *Options.* No Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for (i) the purchase from FinCo of any FinCo Shares or other equity securities in the capital of FinCo; (ii) the purchase, subscription, allotment or issuance of any unissued FinCo Shares or other equity securities of FinCo; or (iii) other than in the Ordinary Course of Business, the purchase or other acquisition from FinCo of any of its undertaking, property or assets.
- 3.1.4 *Shareholders.* All of the issued and outstanding FinCo Shares (and Finco Shares issued pursuant to the Financing) shall be beneficially owned and registered in the name of the holders free and clear of all Encumbrances and without limiting the generality of the foregoing, none of the FinCo Shares are subject to any voting trust, shareholder agreement or voting agreement.
- 3.1.5 *Restrictions.* There are no restrictions on transfers of FinCo Shares contained in the articles or by-laws of FinCo or any other agreement or instrument to which it is a party or by which it is bound other than as disclosed to Metavista in writing and any restrictions imposed by applicable Laws.
- 3.1.6 *Financing.* The securities in the capital of FinCo to be issued pursuant to the Financing will be issued as fully paid and non-assessable.
- 3.1.7 *Authorization.* The entering into of this Agreement and except for any approval of the FinCo Shareholders required, the consummation of the Business Combination as contemplated hereby have been duly authorized by all necessary corporate action on behalf of FinCo and this Agreement has been duly executed and delivered by FinCo and is a valid and binding obligation of FinCo enforceable in accordance with its terms, subject however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws generally affecting creditors' rights and, to the extent that equitable remedies, such as specific performance and injunction, are in the discretion of the court from which they are sought.
- 3.1.8 *Solvency.* At the date hereof, FinCo is Solvent. FinCo has not made an assignment in favour of, or a proposal in bankruptcy to, creditors or any class thereof, and no petition for a receiving order has been presented. FinCo has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of FinCo or any of its assets and no execution

or distress has been levied on any of the assets of FinCo, nor have any proceedings been commenced in connection with any of the foregoing.

3.1.9 *Subsidiaries.* FinCo does not own any subsidiaries or shares or any other interest in any other Person nor is subject to any agreements of any nature to acquire any subsidiary or shares or any other interest in any other Person or to acquire or lease any other business operations.

3.1.10 *Conflicts.* Neither the execution and delivery of this Agreement by FinCo nor the consummation of the Business Combination:

3.1.10.1 will conflict with or result in or create a state of facts which after notice or lapse of time or delay or both, will conflict with or result in:

3.1.10.1.1 a violation, contravention or breach by FinCo of any of the terms, conditions or provisions of the charter documents, by-laws or resolutions of FinCo or of any agreement or instrument to which FinCo is a party or by which it is bound or constitute a default of FinCo thereunder, or of any statute, regulation, judgement, decree or law by which FinCo, FinCo's assets or the FinCo Shares are subject or bound; or

3.1.10.1.2 a violation by FinCo of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over FinCo, or require FinCo, prior to the Effective Date or as a condition precedent thereof, to make any governmental or regulatory filings, obtain any consent, authorization, approval, clearance or other action by any Person or await the expiration of any applicable waiting period; or

3.1.10.2 do not and will not result in the imposition of an Encumbrance upon any of FinCo's assets or the FinCo Shares that would, individually or in the aggregate, have a Material Adverse Effect on FinCo;

3.1.11 *Corporate Records.* The books of account, minute books, equity record books and other records of FinCo, all of which have been made available to Metavista, are accurate and complete in all material respects and have been maintained in accordance with sound business practices and the requirements of applicable Laws, including the maintenance of an adequate system of internal controls. Each material transaction of FinCo is properly and accurately recorded on the Books and Records of FinCo. The minute books of FinCo contain accurate and complete records of all meetings held and corporate action taken by, FinCo Shareholders, directors and directors' committees, and no such meeting has been held for which minutes have not been prepared and are not contained in such minute books except to the extent that any omission is not material to FinCo. At the time of the Effective Date, all of those Books and Records will be in the possession of FinCo.

3.1.12 *Business of FinCo.* FinCo has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and holds necessary licenses, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, which has or would reasonably be expected to have a Material Adverse Effect on the operation of its business as now carried on.

3.1.13 *Permits, Licenses.* FinCo has not received any notice of proceedings relating to the revocation

or modification of any certificate, authority, permit or license which, if the subject of an unfavourable decision, ruling or finding would materially and adversely affect the conduct of the business, operations, financial condition or income of FinCo.

3.1.14 *Title to Assets.*

3.1.14.1 FinCo has good title to the personal property and other assets of FinCo.

3.1.14.2 FinCo has disclosed to Metavista in writing the civic address of each parcel of real property that is leased or subleased by FinCo, the landlord under the lease, the rental amount currently being paid, the expiration of the term of such lease or sublease for each leased or subleased property and any renewals or extensions. FinCo has delivered or made available to Metavista true, complete and correct copies of any leases and sublease (including all renewals, extensions, amendments, modifications and supplements) affecting real property leased or subleased by FinCo. FinCo is not a sublessor or grantor under any sublease or other instrument granting to any other person or entity any right to the possession, lease, occupancy or enjoyment of any leased real property. The use and operation of the real property leased or subleased by FinCo in the conduct of the Business does not violate in any material respect any law (including zoning and building by-laws, ordinances, regulations, covenants and official plans), covenant, condition, restriction, easement, licence, permit or agreement.

3.1.14.3 FinCo does not own legally or beneficially, and at no time has owned legally or beneficially, any real property.

3.1.14.4 FinCo has not granted or entered into any agreement, option, understanding or commitment or any encumbrance of or disposal of FinCo's assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to FinCo's assets and will not do so prior to the Effective Date, save and except for any disposal of assets in the normal course of business.

3.1.15 *Condition and Sufficiency of Assets.* The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of FinCo are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (whether owned, leased or licensed) is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by FinCo, together with all other properties and assets of FinCo, are sufficient for the continued conduct of the Business after the Effective Date in substantially the same manner as conducted prior to the Effective Date and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

3.1.16 *Legal Proceedings and Orders.* Except as has been disclosed to Metavista in writing, there is no pending, or to the knowledge of FinCo, after due inquiry, threatened or contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort, nor is there any present state of facts or circumstances which can be reasonably anticipated to be a basis for any such suit, action, legal proceeding, litigation or governmental investigation nor is there presently outstanding against FinCo, any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality, or arbitrator, to which FinCo is a party or to which the property of FinCo is subject.

3.1.17 *Absence of Certain Changes.* Since incorporation:

3.1.17.1 FinCo has not:

- 3.1.19.1.1 carried on the business of FinCo in other than its usual and ordinary course;
- 3.1.19.1.2 entered into any transaction out of the usual and Ordinary Course of Business other than the Business Combination;
- 3.1.19.1.3 amended its articles, by-laws or other governing documents;
- 3.1.19.1.4 made any change in its accounting principles and practices including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained; and
- 3.1.19.1.5 there has been no change in the affairs, business, operations or condition of FinCo, financial or otherwise, whether arising as a result of any legislative or regulatory change, revocation of any licence or right to do business, fire, explosion, accident, casualty, labour dispute, flood, drought, riot, storm, condemnation, act of God, public force or otherwise, except changes occurring in the usual and ordinary course of business which have not had a Material Adverse Effect on FinCo.

3.1.18 *No Undisclosed Liabilities.* FinCo has no liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) other than (i) liabilities and obligations incurred in the ordinary course of the Business that have not had and could not reasonably be expected to have, individually or in aggregate with all other liabilities and obligations of FinCo, a Material Adverse Effect on FinCo and (ii) liabilities and obligations incurred as expressly permitted or specifically contemplated by this Agreement (including those related to Business Combination expenses).

3.1.19 *Tax Matters.* FinCo is a taxable Canadian corporation within the meaning of the Tax Act and:

- 3.1.19.1 has in a due and timely manner, filed or caused to be filed all returns, elections, descriptions, reports, statements and forms respecting Taxes, and all information and data in connection therewith, required to be filed by FinCo or on FinCo's behalf with any Governmental Authority to whom FinCo or the Business are subject;
- 3.1.19.2 have paid all Taxes and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments;
- 3.1.19.3 have withheld all amounts required to be withheld, including without limiting the generality of the foregoing, all amounts required to be withheld under the Tax Act, for employee deductions, unemployment insurance, the Canada Pension Plan and Goods and Services Tax payable under the Excise Tax Act (Canada) and any other amounts required by law to be withheld from any payments made to non-residents and any of its officers, directors and employees, and has paid the same to the proper taxing authority or receiving offices;
- 3.1.19.4 no other Taxes nor any interest, penalties and fines have been claimed by any Governmental Authority or are known to FinCo to be due and owing by FinCo or are pending or threatened (including all tax instalments) or by reason of the transactions herein contemplated will become due and owing by FinCo and there are no matters of

dispute or under discussion with any Governmental Authority, relating to Taxes by such Governmental Authority;

3.1.19.5 there are no agreements, waivers (including a waiver in respect of time within which a reassessment may be made by any taxing authority) or other arrangements providing for any extension of time with respect to the filing of any tax return by, or payment of any Tax, governmental charge or deficiency against FinCo;

3.1.19.6 FinCo is not aware of any actions, audits, assessments, reassessments, suits, proceedings, investigations or claims threatened or pending against FinCo in respect of Taxes, governmental charges or assessments, or any other matters under discussion with any Governmental Authority relating to Taxes asserted by any such Governmental Authority;

3.1.19.7 no creditor of FinCo has forgiven a debt or other obligation owing by FinCo or settled or extinguished such debt or obligation for an amount less than the principal amount of the debt or obligation; and

3.1.19.8 FinCo does not have any unpaid amounts that may be required to be included in income under section 78 of the Tax Act;

3.1.20 *Labour Relations, Employment Law Compliance and Employees.*

3.1.20.1 FinCo has complied in all material respects with all Laws relating to employment practices, terms and conditions of employment, equal employment opportunity, non-discrimination, immigration, wages, hours, benefits, pay equity, accessibility, collective bargaining and plant closing except where any non-compliance would not reasonably be expected to have a Material Adverse Effect on FinCo.

3.1.20.2 There has not been, and there is not presently pending, existing, or threatened, any strike, slowdown, picketing, employee grievance, or other work stoppage or labour dispute involving FinCo. No event has occurred or circumstance exists that may provide the basis for any such work stoppage or labour dispute. There is no lockout of any employees and FinCo is not contemplating such action.

3.1.20.3 There are no pending or threatened any Proceeding against or affecting FinCo relating to the alleged violation of any Law pertaining to labour relations or employment matters. No Proceeding exists that would reasonably be expected to have a Material Adverse Effect upon FinCo or the conduct of the Business. There has been no allegation of discrimination filed against or threatened against FinCo with or by any Governmental Authority.

3.1.20.4 To the knowledge of FinCo, no employee, director, officer, agent, consultant or contractor is a party to, or is otherwise bound by, any contract, including any confidentiality, non-competition or proprietary rights agreement, with any other Person that Materially Adversely Affects or would reasonably be expected to Materially Adversely Affect (i) the performance of his or her duties for FinCo, (ii) his or her ability to assign to FinCo rights to any invention, improvement, discovery or information relating to the Business, or (iii) the ability of FinCo to conduct the Business. FinCo has not received notice that any director, officer, key employee or group of employees intends to terminate his or their employment with FinCo within the next year.

3.1.20.5 FinCo has deducted and remitted to the relevant Governmental Authority all

withholding Taxes required by federal, provincial and local law.

- 3.1.20.6 Except as disclosed to Metavista in writing, FinCo is not bound by any certification or voluntary recognition agreement, nor is it a party to any collective bargaining agreement relating to the Business in Canada or any other jurisdiction and no collective bargaining agreement is currently being negotiated by FinCo in respect of the Business in the Canada or any other jurisdiction.
- 3.1.20.7 There has been no breach of any applicable collective bargaining agreement to which FinCo is a party, and all dues and remittances have been deducted and remitted to the applicable bargaining agent as required.
- 3.1.20.8 Except in the Ordinary Course of Business or as required by Law, and consistent with FinCo past practices, there have been no material changes in the terms and conditions of the employment of any of the employees of Business. FinCo has not agreed or otherwise become committed to change any of the foregoing since that date.
- 3.1.20.9 FinCo has provided Metavista with disclosure in respect of employee benefit plans covering employees or former employees, including any welfare plan or pension plan, any profit sharing, deferred compensation, bonus, severance or incentive plan, agreement or arrangement, and any understanding or agreement with respect to employee benefits, whether written or otherwise, including any independent contractual arrangements (collectively, the “**Employee Plans**” and individually an “**Employee Plan**”). FinCo has not made any commitment or taken any action to adopt or establish any additional Employee Plans or to materially increase the benefits under any of the Employee Plans. Except as would not reasonably be expected to have a Material Adverse Effect on FinCo: (i) all required contributions and premium payments required to be made by FinCo under the terms of the Employee Plans and applicable Law have been made; (ii) the Employee Plans have been administered in accordance with their terms and applicable Law; and (iii) there are not pending or threatened any Proceeding against or affecting FinCo relating to the Employee Plans, other than routine claims for benefits.
- 3.1.20.10 The execution of this Agreement and the completion of the transactions contemplated hereby will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan that will result in the acceleration of payment, vesting of benefits, increase in benefits or obligation to fund benefits under such plan.
- 3.1.20.11 FinCo does not administer, sponsor or contribute to any “registered pension plan”, as such term is defined under subsection 248(1) of the Tax Act.
- 3.1.20.12 No director, officer, shareholder or employee of FinCo and no entity that is an Affiliate of one or more of such individuals has any cause of action or other claim whatsoever against FinCo in connection with the Business.
- 3.1.21 *Royalties*. No Person is entitled to any royalties or other interests or any revenues of FinCo whether derived from utilization of any intellectual property or proprietary information or equipment of FinCo or otherwise.
- 3.1.22 *Finder's Fee*. Other than fees and/or commissions payable pursuant to the Financing, there is no Person acting or purporting to act at the request of FinCo, who is entitled to any commission, brokerage or finder's fee in connection with the Business Combination.

3.1.23 *Contracts and No Defaults.*

3.1.23.1 Complete and correct copies of each FinCo Material Contract have been made available to Metavista.

3.1.23.2 Each FinCo Material Contract is in full force and effect and is valid and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or and other laws affecting the rights of creditors generally and by general equitable principles and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction) except to the extent that such invalidity or unenforceability would not reasonably be expected to have a Material Adverse Effect on FinCo. Neither FinCo nor any other party to a FinCo Material Contract have Contravened any of the applicable terms of a FinCo Material Contract except to the extent that such contravention would not reasonably be expected to have a Material Adverse Effect. Except as disclosed to Metavista in writing, no event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result directly or indirectly in Contravention of any FinCo Material Contract. FinCo has not given or received notice or other communication (written or oral) regarding any actual, alleged or potential Contravention of any FinCo Material Contract except to the extent that such contravention would not reasonably be expected to have a Material Adverse Effect on FinCo.

3.1.23.3 no party to a FinCo Material Contract has repudiated any provision of its terms except to the extent that such repudiation would not reasonably be expected to have a Material Adverse Effect on FinCo. There currently are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any FinCo Material Contracts, nor has any written demand for renegotiation been made, except to the extent that such re-negotiation would not reasonably be expected to have a Material Adverse Effect on FinCo. FinCo has no knowledge that any party to a FinCo Material Contract does not intend to renew or honour its obligations under a FinCo Material Contract.

3.1.24 *No Guarantee.* FinCo is not a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party or other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other Person.

3.1.25 *Loans, Indebtedness.* FinCo has not, directly or indirectly, made or authorized any loans or other indebtedness outstanding to any Person, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.

3.1.26 *Dividends.* There is not in the constating documents of FinCo or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which FinCo is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of FinCo or the payment of dividends by FinCo to the holders of FinCo Shares.

3.1.27 *Patents.* FinCo does not have any patents, patent applications, trademarks, service marks, copyrights, trade secrets, processes or formulations (including software).

3.1.28 *Trademarks.* To the knowledge of FinCo, after due inquiry, the conduct of the business of FinCo does not infringe upon the trademarks, trade names, service marks or copyrights, trade secrets, know-how, designs or other proprietary rights or technology, domestic or foreign, of any other

Person.

- 3.1.29 *Reporting Issuer Status.* FinCo is not offering, nor has it offered any of its securities to the public within the meaning of Laws and it is not a “reporting issuer” in any jurisdiction of Canada under applicable Laws, there is no published market in respect of the FinCo Shares.
- 3.1.30 *Excise Tax.* FinCo is a registrant for the purposes of the Excise Tax Act (*Canada*).
- 3.1.31 *Environmental, Health and Safety Matters.* Except as disclosed to Metavista in writing or where such matters, in the aggregate, could not reasonably be expected to have a Material Adverse Effect on FinCo:
- 3.1.31.1 FinCo has not received any notice of violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws or health and safety Laws with regard to the Business, nor does FinCo have knowledge or reason to believe that any such notice is likely to be received or is being threatened.
 - 3.1.31.2 No Hazardous Material has been transported, disposed of or released from any facilities or other properties currently and/or formerly owned, leased or operated by FinCo except in material compliance with, and in a manner or to a location that could not reasonably be expected to give rise to liability under, any Environmental Law, nor has any Hazardous Material been generated, treated, stored or Released at, on or under any facilities or other properties currently and/or formerly owned, leased or operated by FinCo in violation of, or in a manner that could not reasonably be expected to give rise to liability under, any applicable Environmental Law.
 - 3.1.31.3 No judicial proceeding or governmental or administrative action is pending or threatened, under any Environmental Law or health and safety Laws to which FinCo is or will be named as a party with respect to the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders or other administrative or judicial requirements outstanding under any Environmental Law with respect to FinCo or the Business.
 - 3.1.31.4 There has been no Release or to the knowledge of FinCo, threat of Release of any Hazardous Material arising from or related to the operations of FinCo in connection with any facilities or other properties formerly owned, leased or operated by FinCo or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws;
 - 3.1.31.5 FinCo does not have any liability under Environmental Laws and all operations at FinCo current facilities are in compliance, and have in the last five (5) years been in compliance, with all Environmental Laws and health and safety Laws, including any and all applicable environmental permits, and all such environmental permits are valid, in full force and effect and not subject to any appeal or other administrative or judicial proceeding pursuant to which such environmental permits may be subject to modification, termination or rescission.
 - 3.1.31.6 There are no facts, circumstances, conditions or occurrences in respect of any of the current facilities of FinCo that are reasonably likely to (i) form the basis of any action, suit, claim or other judicial or administrative proceeding relating to liability under or noncompliance with Environmental Law or health and safety Laws on the part of FinCo, (ii) cause any the current facilities of FinCo to become subject to a lien, restriction on ownership, occupancy, use or transferability under any Environmental Law or (iii) require any the current facilities of FinCo to be upgraded or modified in order to remain in compliance with Environmental Law.

- 3.1.31.7 FinCo has not assumed any liability of any other Person under Environmental Laws.
- 3.1.32 *Consents.* No consents or approvals to the transactions contemplated hereunder are required under the Material Contracts or any other contract, agreement or other instrument to which is a party or by which FinCo is bound.
- 3.1.33 *Government Loans.* No agreements, loans, funding arrangements or assistance programs are outstanding in favour of FinCo from any Governmental Authority, and no basis exists for any Governmental Authority to seek payment or repayment from FinCo of any amount or benefit received, or to seek performance of any obligation of FinCo, under any such program.
- 3.1.34 *Bank Accounts and Powers of Attorney of FinCo.* FinCo has provided to Metavista (i) the name of each bank, trust company or similar institution in which FinCo has an account or safe deposit box, the number or designation of each such account and safe deposit box and the names of all persons authorized to draw thereon or to have access thereto; and (ii) the names of any persons holding powers of attorney from FinCo and a summary of the terms thereof.
- 3.1.35 *Securities Laws.* No securities commission or similar regulatory authority or stock exchange in Canada has issued any order which is currently outstanding preventing or suspending trading in any securities of FinCo, no such proceeding is, to the knowledge of FinCo, pending, contemplated or threatened and FinCo is not in default of any requirement of Laws.
- 3.1.36 *Insurance.* FinCo maintains in full force and effect the insurance policies, as disclosed to Metavista covering its insurable Business risks and liabilities in adequate amounts to provide reasonable protection for the Business of and the properties owned and used FinCo in accordance with industry standards. FinCo has complied with each applicable insurance policy and program and has not failed to give any notice or present any claim thereunder in a due and timely manner which failure would reasonably be expected to result in a loss or forfeiture of any material right thereunder.
- 3.1.37 *Corrupt Practices Legislation.* FinCo has not, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment of the purpose of such contribution, payment or gift was, is, or would be prohibited under the Canada Corruption of Foreign Public Officials Act (*Canada*) or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (*Canada*) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to FinCo and its operations and has instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation.
- 3.1.38 *Partnerships.* FinCo is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which FinCo agrees to carry on any part of the business or any other activity in such manner or by which FinCo agrees to share any revenue or profit with any other person.
- 3.1.39 *No Undisclosed Information.* FinCo does not have any information or knowledge of any fact or circumstance which adversely affects its ability to complete the Business Combination that has not been disclosed to Metavista pursuant to or in accordance with this Agreement and neither this Agreement nor any other document or certificate furnished to Metavista by FinCo in connection with the Business Combination contains any material error or omission or untrue,

misleading or incomplete statement of material fact.

3.2 Representations and Warranties of Metavista

Metavista hereby represents and warrants to FinCo, and acknowledges that FinCo is relying upon these representations and warranties in connection with the entering into of this Agreement and the completion of the Business Combination, as follows:

- 3.2.1 *Organization and Good Standing.* Metavista is duly incorporated, organized and validly subsisting under the laws of the Province of British Columbia and has the corporate power to own or lease its property and to carry on its business as it is now being conducted and as proposed to be conducted and on the Effective Date will have the corporate power to execute, deliver and perform its obligations under this Agreement, and has made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which Metavista is subject.
- 3.2.2 *Options.* Metavista does not have any interest in any body corporate, partnership, joint ventures or other entity or person. Metavista is not a party to any agreement, option or commitment to acquire any shares or securities of any body corporate, partnership, trust, joint venture or other entity or person other than in connection with the Business Combination.
- 3.2.3 *Authorization.* The entering into of this Agreement and the consummation of the Business Combination as contemplated hereby have been duly authorized by all necessary corporate action on behalf of Metavista and this Agreement has been duly executed and delivered by Metavista and is a valid and binding obligation of Metavista enforceable in accordance with its terms, subject however, to limitations with respect to enforcement imposed by Law in connection with bankruptcy, insolvency, reorganization or other laws generally affecting creditor's rights and to the extent that equitable remedies, such as specific performance and injunction, are in the discretion of the court from which they are sought;
- 3.2.4 *Reporting Issuer Status.* Metavista is a reporting issuer in good standing in the provinces of Ontario, Alberta and British Columbia and is not in default of any applicable Laws, taxation and corporate legislation, regulations, orders, notices and policies in force therein;
- 3.2.5 *Conflicts.* Neither the execution and delivery of this Agreement by Metavista nor the consummation of the Business Combination:
 - 3.2.5.1 will conflict with or result in or create a state of facts which after notice or lapse of time or delay or both, will conflict with or result in:
 - 3.2.5.2 a violation, contravention or breach by Metavista of any of the terms, conditions or provisions of the constating documents, by-laws or resolutions of Metavista or of any agreement or instrument to which Metavista is a party or by which it is bound or constitute a default of Metavista thereunder, or of any statute, regulation, judgement, decree or law by which Metavista or the assets of Metavista are subject or bound; or
 - 3.2.5.3 a violation by Metavista of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over Metavista, or require Metavista, prior to the Effective Date or as a condition precedent thereof, to make any governmental or regulatory filings, obtain any consent, authorization, approval, clearance or other action by any Person or await the expiration of any applicable waiting period; or
 - 3.2.5.4 do not and will not result in the imposition of an Encumbrance upon any assets of

Metavista that would, individually or in the aggregate, have a Material Adverse Effect on Metavista.

3.2.6 *Authorized Capital.* The authorized share capital of Metavista consists of an unlimited number of common shares of which 58,000,000 Metavista Shares are outstanding.

3.2.7 *Agreement to Acquire Shares.* Metavista does not have any agreements, options or commitments to acquire any shares or securities of any corporation or to acquire or lease any business operations, real property or assets.

3.2.8 *Corporate Records.* The books of account, minute books, equity record books and other records of Metavista, all of which have been made available to FinCo, are accurate and complete in all material respects and have been maintained in accordance with sound business practices and the requirements of applicable Laws, including the maintenance of an adequate system of internal controls. Each material transaction of Metavista is properly and accurately recorded on the Books and Records of Metavista. The minute books contain accurate and complete records of all meetings held and corporate action taken by, Metavista's shareholders, directors and directors' committees, and no such meeting has been held for which minutes have not been prepared and are not contained in such minute books except to the extent that any omission is not material to Metavista. At the time of the Effective Date, all of those Books and Records will be in the possession of Metavista.

3.2.9 *Regulatory Filings.* Metavista has made all filings required under applicable Laws with the applicable regulatory authorities, all such filings have been made in a timely manner, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by Metavista, were true, correct and complete and did not contain any misrepresentation (as defined in the Securities Act) as at the date of such filing which has not been corrected.

3.2.10 *Conduct of Business.* Metavista has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and holds necessary licences, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, which has or would reasonably be expected to have a Material Adverse Effect on the operation of its business as now carried on.

3.2.11 *Proceedings.* Metavista has not received any notice of proceedings relating to the revocation or modification of any certificate, authority, permit or license which, if the subject of an unfavourable decision, ruling or finding would materially and adversely affect the conduct of the business, operations, financial condition or income of Metavista.

3.2.12 *Assets.* Metavista has not granted or entered into any agreement, option, understanding or commitment or any Encumbrance of or disposal of its assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to its assets and will not do so prior to the Effective Date.

3.2.13 *Convertible Securities.* Except for: (i) the options and warrants disclosed in the Metavista Financial Statements, and (ii) the Resulting Issuer Shares and Resulting Issuer Convertible Securities issuable in connection with the Business Combination, Metavista has not authorized and no Person holds any other securities which are or may become convertible or exchangeable into securities of the Resulting Issuer, nor will any other agreement, warrant,

option, right or privilege being capable of becoming an agreement, warrant, option or right for the purchase, subscription or issuance of any unissued Resulting Issuer Shares or other securities of the Resulting Issuer will be outstanding as at the Effective Date.

3.2.14 *Legal Proceedings and Orders.* Except as previously disclosed, there is not pending, or to the knowledge of Metavista, after due inquiry, threatened or contemplated any suit, action, legal proceeding, litigation or governmental investigation of any sort, nor is there any present state of facts or circumstances which can be reasonably anticipated to be a basis for any such suit, action, legal proceeding, litigation or governmental investigation nor is there presently outstanding against Metavista, any judgement, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality, or arbitrator, to which Metavista is a party or to which the property of Metavista is subject;

3.2.15 *Financial Statements.* The audited financial statements of Metavista for the period ended on December 31, 2023, and the unaudited interim financial statements for the period ending March 31, 2024 (collectively, the “**Metavista Financial Statements**”);

3.2.15.1 are in accordance with the books and accounts as at their respective periods;

3.2.15.2 are true and correct and present fairly the financial position of Metavista as at their respective periods;

3.2.15.3 the consolidated audited financial statements for the year ended December 31, 2023, have been prepared in accordance with IFRS;

3.2.15.4 the interim consolidated financial statements for the three-month period ended March 31, 2024, have been prepared in accordance with International Accounting Standard 34, “Interim Financial Reporting”, using accounting policies consistent with IFRS; and

3.2.15.5 present fairly all of the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Metavista as at March 31, 2024, including, all material liabilities (absolute, accrued, contingent or otherwise) of Metavista;

3.2.16 *Absence of Certain Changes.* Since March 31, 2024:

3.2.16.1 Metavista has not:

3.2.17.1.1 carried on the business of Metavista in other than its usual and ordinary course;

3.2.17.1.2 entered into any transaction out of the usual and ordinary course other than the Business Combination;

3.2.17.1.3 amended its articles, by-laws or other governing documents;

3.2.17.1.4 made any change in its accounting principles and practices including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained; and

3.2.17.1.5 there has been no change in the affairs, business, operations or condition of Metavista, financial or otherwise, whether arising as a result of any legislative or regulatory change, revocation of any licence or right to do business, fire, explosion, accident, casualty, labour dispute, flood, drought,

riot, storm, condemnation, act of God, public force or otherwise, except changes occurring in the usual and ordinary course of business which have not had a Material Adverse Effect on Metavista.

3.2.17 *Reportable Events.* There has never been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditors of Metavista;

3.2.18 *Tax Matters.* Metavista is a taxable Canadian corporation within the meaning of the Tax Act and:

3.2.18.1 has in a due and timely manner, filed or caused to be filed all returns, elections, descriptions, reports, statements and forms respecting Taxes, and all information and data in connection therewith, required to be filed by Metavista or on Metavista's behalf with any Governmental Authority to whom Metavista is subject;

3.2.18.2 have paid all Taxes and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments;

3.2.18.3 have withheld all amounts required to be withheld, including without limiting the generality of the foregoing, all amounts required to be withheld under the Tax Act, for employee deductions, unemployment insurance, the Canada Pension Plan and Goods and Services Tax payable under the *Excise Tax Act* (Canada) and any other amounts required by law to be withheld from any payments made to non-residents and any of its officers, directors and employees, and has paid the same to the proper taxing authority or receiving offices;

3.2.18.4 no other Taxes nor any interest, penalties and fines have been claimed by any Governmental Authority or are known to Metavista to be due and owing by Metavista or are pending or threatened (including all tax instalments) or by reason of the transactions herein contemplated will become due and owing by Metavista and there are no matters of dispute or under discussion with any Governmental Authority, relating to Taxes by such Governmental Authority;

3.2.18.5 there are no agreements, waivers (including a waiver in respect of time within which a reassessment may be made by any taxing authority) or other arrangements providing for any extension of time with respect to the filing of any tax return by, or payment of any Tax, governmental charge or deficiency against Metavista;

3.2.18.6 Metavista is not aware of any actions, audits, assessments, reassessments, suits, proceedings, investigations or claims threatened or pending against Metavista in respect of Taxes, governmental charges or assessments, or any other matters under discussion with any Governmental Authority relating to Taxes asserted by any such Governmental Authority;

3.2.18.7 no creditor of Metavista has forgiven a debt or other obligation owing by Metavista or settled or extinguished such debt or obligation for an amount less than the principal amount of the debt or obligation; and

3.2.18.8 Metavista does not have any unpaid amounts that may be required to be included in income under section 78 of the Tax Act.

3.2.19 *Labour Relations, Employment Law Compliance and Employees.*

- 3.2.19.1 Metavista has withheld from each payment to its officers, directors, employees and shareholders the amount of all taxes and other deductions required to be withheld therefrom and has paid the same to the proper receiving officer within the time required under applicable legislation;
- 3.2.19.2 Metavista is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labour practice; and
- 3.2.19.3 no unfair labour practice complaint against Metavista is pending before any labour relations board or similar governmental tribunal or agency and no such complaint has been filed within the two year period preceding the date hereof and no notice has been received by Metavista of any complaints filed by any employees against Metavista claiming that Metavista has violated any employee or human rights or similar legislation in any jurisdiction in which the business of Metavista is conducted, and no such complaint has been filed within the two year period preceding the date hereof.
- 3.2.20 *Finder's Fee.* No Person acting or purporting to act at the request of Metavista, who is entitled to any commission, brokerage or finder's fee in connection with the Business Combination.
- 3.2.21 *Solvency.* At the date hereof, Metavista is Solvent. Metavista has not made an assignment in favour of, or a proposal in bankruptcy to, creditors or any class thereof, and no petition for a receiving order has been presented. Metavista has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of Metavista or any of its assets and no execution or distress has been levied on any of the assets of Metavista, nor have any proceedings been commenced in connection with any of the foregoing.
- 3.2.22 *No Undisclosed Liabilities.* Metavista has no liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) other than (i) liabilities and obligations disclosed in the Metavista Financial Statements, (ii) liabilities and obligations incurred in the ordinary course of the business since the date of the incorporation that have not had and could not reasonably be expected to have, individually or in aggregate with all other liabilities and obligations of Metavista (other than those disclosed in the Metavista Financial Statements), a Material Adverse Effect on Metavista and (iii) liabilities and obligations incurred as expressly permitted or specifically contemplated by this Agreement (including those related to Business Combination expenses). Without limiting the foregoing, the Metavista Financial Statements reflect reasonable reserves for contingent liabilities relating to pending litigation and other contingent obligations of Metavista.
- 3.2.23 *No Guarantee.* Other than the indemnity agreements with directors and officers, Metavista is not a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party, or other like commitment.
- 3.2.24 *Dividends.*
- 3.2.24.1 Metavista has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.
- 3.2.24.2 There is not in the constating documents of Metavista or in any agreement, mortgage,

note, debenture, indenture or other instrument or document to which Metavista is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Metavista or the payment of dividends by Metavista to the holders of the Metavista Shares.

3.2.25 *Patents.* Metavista owns or possesses adequate enforceable rights to use all patents, patent applications, trademarks, service marks, copyrights, trade secrets, processes or formulations (including software) used in the conduct of its business.

3.2.26 *Trademarks.* To the knowledge of Metavista, after due inquiry, the conduct of the business of Metavista does not infringe upon the trademarks, trade names, service marks or copyrights, trade secrets, know-how, designs or other proprietary rights or technology, domestic or foreign, of any other Person.

3.2.27 *Royalties.* No person is entitled to any royalties or other interests or any revenues of Metavista whether derived from utilization of any intellectual property or proprietary information or equipment of Metavista or otherwise.

3.2.28 *Contracts and No Defaults.*

3.2.28.1 Complete and correct copies of each Metavista Material Contract have been made available FinCo. There are no notices or consents requirements in the Metavista Material Contracts that would be triggered as a result of the Business Combination contemplated hereby.

3.2.29.1.1 Each Metavista Material Contract is in full force and effect and is valid and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or and other laws affecting the rights of creditors generally and by general equitable principles and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction) except to the extent that such invalidity or unenforceability would not reasonably be expected to have a Material Adverse Effect on Metavista. Neither Metavista nor any other party to a Metavista Material Contract have Contravened any of the applicable terms of a Metavista Material Contract except to the extent that such contravention would not reasonably be expected to have a Material Adverse Effect. No event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result directly or indirectly in Contravention of any Metavista Material Contract. Metavista has not given or received notice or other communication (written or oral) regarding any actual, alleged or potential Contravention of any Metavista Material Contract except to the extent that such contravention would not reasonably be expected to have a Material Adverse Effect on Metavista.

3.2.29.1.2 No party to a Metavista Material Contract has repudiated any provision of its terms except to the extent that such repudiation would not reasonably be expected to have a Material Adverse Effect on Metavista. There currently are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any Metavista Material Contracts, nor has any written demand for renegotiation been made, except to the extent that such re-negotiation would not reasonably be expected to have a Material Adverse Effect on Metavista. Metavista has no knowledge that any party to a Metavista Material Contract does not

intend to renew or honour its obligations under a Metavista Material Contract.

- 3.2.29 *Assets.* Metavista is the beneficial owner of its assets and properties or interests therein and any and all agreements pursuant to which Metavista holds any such interests in its assets and properties are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and Metavista is not in material default of any of the provisions of any such agreement nor has any default been alleged and, to the knowledge of FinCo, after due inquiry, such properties are in good standing under the applicable statutes, rules, regulations, licences and permits of the jurisdictions in which they are situated and all leases pursuant to which Metavista derives its interest in such properties are in good standing and there has been no default under any of such leases;
- 3.2.30 *Director's Fee.* Metavista has no obligations or liabilities to pay any amount to its officers, directors or employees relating to salary and directors' fees in the ordinary course, including but not limited to the obligations of Metavista to officers, employees or directors for severance, retention, termination or bonus payments as a result of the Business Combination or change of control arrangements. Notwithstanding the foregoing, Metavista shall be obligated to pay any bonus, incentives, reimbursement or other cash payments to its employees, directors and/officers if such payment arises from such individuals carrying out their duties to Metavista;
- 3.2.31 *Shareholder Agreements.* There are no unanimous shareholders' agreements, shareholders' agreements, voting trusts, pooling agreements or similar agreements in effect in respect of any securities of Metavista.
- 3.2.32 *Director Approval.* The board of directors of Metavista has unanimously approved the Business Combination and this Agreement, has determined that the Business Combination is fair, from a financial point of view to holders of Metavista Shares.
- 3.2.33 *Consents.* No consents or approvals to the transactions contemplated hereunder are required under the Material Contracts or any other contract, agreement or other instrument to which Metavista is a party or by which Metavista is bound.
- 3.2.34 *Government Loans.* No agreements, loans, funding arrangements or assistance programs are outstanding in favour of Metavista from any Governmental Authority, and no basis exists for any Governmental Authority to seek payment or repayment from Metavista of any amount or benefit received, or to seek performance of any obligation of Metavista under any such program.
- 3.2.35 *Securities Laws.* No securities commission or similar regulatory authority or stock exchange in Canada has issued any order which is currently outstanding preventing or suspending trading in any securities of Metavista, no such proceeding is, to the knowledge of Metavista, pending, contemplated or threatened and Metavista is not in default of any requirement of applicable Laws.
- 3.2.36 *Corrupt Practices Legislation.* Metavista has not, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment of the purpose of such contribution, payment or gift was, is, or would be prohibited under the Canada Corruption of Foreign Public Officials Act (*Canada*) or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (*Canada*) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to FinCo and its operations and has instituted and maintained policies and

procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation.

3.2.37 *Partnerships.* Metavista is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which Metavista agrees to carry on any part of the business or any other activity in such manner or by which Metavista agrees to share any revenue or profit with any other person.

3.2.38 *No Undisclosed Information.* Metavista does not have any information or knowledge of any fact or circumstance which adversely affects its ability to complete the Business Combination that has not been disclosed to FinCo pursuant to or in accordance with this Agreement and neither this Agreement nor any other document or certificate furnished to FinCo by Metavista in connection with the Business Combination contains any material error or omission or untrue, misleading or incomplete statement of material fact.

3.3 Survival

For greater certainty, the representations and warranties of each of FinCo and Metavista contained herein will survive the execution and delivery of this Agreement and will terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 4 CONDUCT OF BUSINESS

4.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each Party covenants and agrees to the following, 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 by its terms, unless the other Party otherwise agrees in writing:

4.1.1 A Party will, and will cause its Subsidiaries (if any) to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and a Party will and will cause its Subsidiaries to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it will not, and will cause its Subsidiaries to not, without the prior written consent of the other Party, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, will maintain payables and other liabilities at levels consistent with past practice, will not engage or commit to engage in any extraordinary material transactions and will not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Party.

4.1.2 Other than as contemplated by this Agreement or as otherwise agreed to in writing by the Parties, a Party will not directly or indirectly do or permit to occur any of the following:

4.1.2.1 amend its Governing Documents;

4.1.2.2 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;

4.1.2.3 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 other than in the case of FinCo, in connection with the Financing; and

- 4.1.2.4 redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
- 4.1.2.5 split, combine or reclassify any of its shares;
- 4.1.2.6 adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries; or
- 4.1.2.7 enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.

ARTICLE 5 COVENANTS

5.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Metavista

Metavista, as sole shareholder of Subco, will waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and will sign a consent resolution of the sole shareholder of Subco, approving the Amalgamation.

5.2 Representations and Warranties

5.2.1 FinCo covenants and agrees that, from the date hereof until the termination of this Agreement, FinCo will 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 3.1 being untrue in any material respect.

5.2.2 Metavista covenants and agrees that, from the date hereof until the termination of this Agreement, Metavista will not, and will ensure that its Subsidiaries do 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 3.2 being untrue in any material respect.

5.3 Notice of Material Change

5.3.1 From the date hereof until the termination of this Agreement, each Party will promptly notify the other Party in writing of:

5.3.1.1 any material change (actual, anticipated, contemplated or, to the knowledge of the applicable Party or any of its Subsidiaries, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries, taken as whole;

5.3.1.2 any change in the facts relating to any representation or warranty set out in Sections 3.1 or 3.2, 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

5.3.1.3 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.

5.3.2 Each Party will in good faith discuss with the other Party any change in circumstances (actual, anticipated, contemplated or, to the knowledge of the applicable Party or any of its Subsidiaries, threatened, financial or otherwise) that is of such a nature that there may be a reasonable question as to whether notice needs to be given to the other pursuant to this Section 5.3.

5.4 Non-Solicitation

From the date of this Agreement until the Effective Date or the date this Agreement is terminated in accordance with Section 8.1, whichever date occurs earliest, each Party agrees not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, each Party agrees not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the Securities Act, for securities or assets of that Party, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Business Combination, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event a Party, including any of its officers or directors, receives any form of offer or inquiry, that Party will forthwith (in any event within one business day following receipt) notify the other Party of such offer or inquiry and provide it with such details as it may request.

5.5 Other Covenants

Each Party covenants and agrees that it will:

- 5.5.1 use all commercially reasonable efforts to consummate the Business Combination, subject only to the terms and conditions thereof;
- 5.5.2 use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;
- 5.5.3 not, other than in connection with the Business Combination, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities; and
- 5.5.4 not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

ARTICLE 6 MUTUAL COVENANTS

6.1 Other Filings

The Parties will, as promptly as practicable hereafter, prepare and file all filings required under any applicable securities Laws or any other applicable Laws relating to the Business Combination contemplated hereby.

6.2 Additional Agreements

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each Party 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 Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

- 6.2.1 to obtain all necessary waivers, consents and approvals from other Party to material agreements, leases and other contracts or agreements;
- 6.2.2 to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;
- 6.2.3 to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Party to consummate the Business Combination contemplated hereby;
- 6.2.4 to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities;
- 6.2.5 to fulfill all conditions and satisfy all provisions of this Agreement; and
- 6.2.6 to complete the Business Combination on such date as agreed to between the Parties.

ARTICLE 7 CONDITIONS AND CLOSING MATTERS

7.1 Mutual Conditions Precedent

The respective obligations of the Parties to complete each step of the Business Combination contemplated by this Agreement will be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

- 7.1.1 there will not be in force any order or decree restraining or enjoining the consummation of the Business Combination;
- 7.1.2 there shall be no impediment, prohibition or restriction existing at the Effective Date to, and no offence would occur or result under any applicable statute or regulation to which the transactions contemplated hereby would be subject to by, the closing of the transactions contemplated hereby;
- 7.1.3 the Financing being completed;
- 7.1.4 the Consolidation being completed;
- 7.1.5 receipts of all necessary consents required to consummate the Business Combination;
- 7.1.6 this Agreement will not have been terminated pursuant to Article 8;
- 7.1.7 all Regulatory Approvals and corporate approvals will have been obtained; and
- 7.1.8 each Party will not have entered into any transaction or contract that would have a material effect on the financial and operational condition, or the assets 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.

If any of the above conditions will not have been complied with or waived by the Parties on or before the Completion Deadline or the date required for the performance of any of the above conditions, if such date is earlier than the Completion Deadline, 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 material 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 may 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.

7.2 Additional Conditions Precedent to the Obligations of FinCo

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

- 7.2.1 no Material Adverse Effect shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Metavista, financial or otherwise;
- 7.2.2 Metavista will not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Metavista contained in this Agreement will have been true and correct in all material respects as of the date of this Agreement and will not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party will have had five Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of Metavista or another officer satisfactory to FinCo will so certify immediately prior to the Effective Date;
- 7.2.3 the Metavista board of directors and Metavista Shareholder will have adopted all necessary resolutions and all other necessary corporate actions will have been taken by Metavista to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;
- 7.2.4 the Subco board of directors and Metavista, in its capacity as sole shareholder of Subco, will have adopted all necessary resolutions and all other necessary corporate actions will have been taken by Subco to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith
- 7.2.5 Metavista shall have no more than 58,000,000 Metavista Shares issued and outstanding immediately before the Effective Time;
- 7.2.6 FinCo completing and being satisfied as to the results of its due diligence investigation of Metavista;
- 7.2.7 any further corporate changes requested by FinCo, acting reasonably, shall have been implemented by Metavista;
- 7.2.8 until such time that the Business Combination has been completed, Metavista shall only use

its currently available cash, as reflected in the Metavista Financial Statements, for the following purposes: (i) legal fees for the Business Combination; (ii) accounting and audit purposes; and (iii) regulatory and listing fees required in connection with the Business Combination, in amounts as agreed to between the Parties;

- 7.2.9 no inquiry or investigation (whether formal or informal) in relation to Metavista or its directors or officers, shall have been commenced or threatened by any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on FinCo after giving effect to the Business Combination; and

If any of the above conditions will not have been complied with or waived by FinCo on or before the Effective Date or the date required for the performance of any of the above conditions, if such date is earlier than the Effective Date, then, subject to the cure provision provided for in Section 7.2.3, FinCo 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 FinCo. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by FinCo of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, FinCo will not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.3 Additional Conditions Precedent to the Obligations of Metavista

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

- 7.3.1 no Material Adverse Effect shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of FinCo or any subsidiary of FinCo, financial or otherwise;
- 7.3.2 FinCo will not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of FinCo contained in this Agreement will have been true and correct in all material respects as of the date of this Agreement and will not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party will have had five Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of FinCo or another officer satisfactory to Metavista will so certify immediately prior to the Effective Date;
- 7.3.3 the board and the shareholders of FinCo will have adopted all necessary resolutions and all other necessary corporate actions will have been taken by FinCo to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;
- 7.3.4 there being no legal proceedings or regulatory actions or proceedings, or to the knowledge of FinCo pending, against FinCo or any subsidiary of FinCo which may, if determined against the interests of FinCo or any subsidiary of FinCo, have a Material Adverse Effect on FinCo or any subsidiary of FinCo;
- 7.3.5 FinCo completing the Financing;

- 7.3.6 no inquiry or investigation (whether formal or informal) in relation to FinCo or its directors or officers, shall have been commenced or threatened by any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on FinCo after giving effect to the Business Combination;
- 7.3.7 Metavista completing and being satisfied as to the results of its due diligence investigation of FinCo, the Business and its assets; and
- 7.3.8 no inquiry or investigation (whether formal or informal) in relation to FinCo or its directors or officers, shall have been commenced or threatened any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on FinCo after giving effect to the Business Combination.

If any of the above conditions will not have been complied with or waived by Metavista on or before the Effective Date or the date required for the performance of any of the above conditions, if earlier than the Effective Date, then, subject to the cure provision provided for in Section 7.3.2, Metavista and Subco 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 Metavista or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Metavista or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, either Party will rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.4 Merger of Conditions

The conditions set out in Sections 7.1, 7.2 and 7.3 will be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the amalgamation application and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Amalgamation.

7.5 Closing Matters

The completion of the transactions contemplated under this Agreement will be effected via electronic exchange of documents at 11:00 a.m. (Vancouver time) on the Effective Date.

ARTICLE 8 TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS

8.1 Termination

This Agreement may be terminated at any time before the Effective Date:

- 8.1.1 by mutual written consent of FinCo and Metavista;
- 8.1.2 by FinCo, upon written notice to Metavista (specifying in reasonable detail the circumstances giving rise to FinCo's right to terminate):
- 8.1.2.1 if any condition set out in Section 7.1 (*Mutual Conditions Precedent*) or Section 7.2 (*Additional Conditions Precedent to the Obligations of FinCo*) that has not been waived by FinCo is not satisfied at or before the Effective Time; or
 - 8.1.2.2 if any condition set out in Section 7.1 (*Mutual Conditions Precedent*) or Section 7.2 (*Additional Conditions Precedent to the Obligations of FinCo*) that has not been waived by FinCo is not capable of being satisfied by the Completion Deadline,

in each case provided that the failure to satisfy that condition is not the result, directly or indirectly, of FinCo's breach of this Agreement;

8.1.3 by Metavista, upon written notice to FinCo (specifying in reasonable detail the circumstances giving rise to Metavista's right to terminate):

8.1.3.1 if any condition set out in Section 7.1 (*Mutual Conditions Precedent*) or Section 7.3 (*Additional Conditions Precedent to the Obligations of Metavista*) that has not been waived by Metavista is not satisfied at or before the Effective Time; or

8.1.3.2 if any condition set out in Section 7.1 (*Mutual Conditions Precedent*) or Section 7.3 (*Additional Conditions Precedent to the Obligations of Metavista*) that has not been waived by Metavista is not capable of being satisfied by the Completion Deadline,

in each case provided that the failure to satisfy that condition is not the result, directly or indirectly, of Metavista's breach of this Agreement; or

8.1.4 by FinCo or Metavista, upon written notice to the other Party, if the Effective Date does not occur by 11:59 p.m. (Toronto time) on the Completion Deadline, provided that FinCo may not terminate this Agreement under this Section 8.1.4 if the failure of the Effective Date to occur is the result, directly or indirectly, of FinCo's breach of this Agreement, and Metavista may not terminate this Agreement under this Section 8.1.4 if the failure of the Effective Date to occur is the result, directly or indirectly, of the breach of this Agreement by Metavista.

8.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 8.1, this Agreement will forthwith have no further force or effect and there will be no obligation on the part of Metavista or FinCo hereunder except as set forth in Section 8.3 and Section 8.4, which provisions will survive the termination of this Agreement. Nothing herein will relieve any Party from liability for any breach of this Agreement.

8.3 Fees and Expenses

Subject to Section 8.1, each of FinCo and Metavista will pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses), including without limitation, expenses related to the preparation, execution and delivery of all agreements including, without limitation, this Agreement and other documents referenced herein.

8.4 Amendment

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

8.5 Dissenting Shareholders

FinCo Shareholders may exercise rights of dissent ("**Dissent Rights**") pursuant to and in the manner set forth under Division 2 of Part 8 of the BCBCA, provided that holders who exercise such rights of dissent and who:

- 8.5.1 are ultimately entitled to be paid fair value for their FinCo Shares, which fair value shall be the fair value of such shares as at the close of business on the day prior to the Effective Date shall be paid an amount equal to such fair value by Amalco; and
- 8.5.2 are ultimately not entitled, for any reason, to be paid fair value for their FinCo Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of FinCo Shares and shall be entitled to receive only the consideration contemplated in this Agreement that such holder would have received pursuant to the Amalgamation if such holder had not exercised Dissent Rights;

but in no case shall any Person be required to recognize holders of FinCo Shares who exercise Dissent Rights as holders of FinCo Shares after the time that is immediately prior to the Effective Time, and the names of such holders of FinCo Shares who exercise Dissent Rights shall be deleted from the register of FinCo Shareholders at the Effective Time. In no circumstances shall any Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of FinCo Shares in respect of which such Dissent Rights are sought to be exercised.

8.6 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party hereto; provided, however, that any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 9 GENERAL

9.1 Notices

All notices and other communications given or made pursuant hereto will be in writing and will be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as will be specified by the Parties by like notice):

if to FinCo:

[REDACTED]

if to Metavista or Subco:

[REDACTED]

9.2 Assignment

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

9.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all

prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement, including but not limited to, the Letter of Intent. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter of this Agreement.

9.4 Further Assurances

Each Party hereto will, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as will be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

9.5 Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

9.6 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

9.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time will have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

9.8 Public Announcement; Disclosure and Confidentiality

9.8.1 Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties will make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent will not be unreasonably withheld, provided that no Party will be prevented from making any disclosure that is required to be made by applicable Law or any rules of a stock exchange or similar organization to which that Party is bound.

9.8.2 All information provided to or received by the Parties will be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information will be published by any Party without the prior written consent of the other Party, but such consent in respect of the reporting of factual data will not be unreasonably withheld. The consent required by this Section will not apply to a disclosure to:

9.8.2.1 comply with any applicable Laws;

9.8.2.2 a director, officer or employee of a Party;

9.8.2.3 an Affiliate of a Party;

9.8.2.4 a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed; or

9.8.2.5 any third party to whom the disclosing Party may assign any of its rights under this Agreement;

provided, however, that in the case of Section 9.8.2.5, so long as the third party agrees in writing to maintain in confidence any of the Confidential Information so disclosed to it.

9.8.3 The obligations of confidence and prohibitions against use of Confidential Information under this Agreement will not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise:

9.8.3.1 as of the date of this Agreement, was in the public domain;

9.8.3.2 after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing Party or an Affiliate (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

9.8.3.3 was information that the disclosing Party or its Affiliates were required to disclose pursuant to the order of any Governmental Authority.

9.9 Independent Legal Advice

FinCo and Metavista hereby represent and warrant to each other and acknowledge and agree that they have each had the opportunity to seek and were not prevented nor discouraged from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that they did not avail themselves of that opportunity prior to signing this Agreement, they did so voluntarily without any undue pressure and agree that their failure to obtain independent legal advice shall not be used by them as a defense to the enforcement of their obligations under this Agreement

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

METAVISTA3D INC.

Per: /s/ "Jeffrey Carlson"
Name: Jeffrey Carlson
Title: Director
(I have authority to bind the company)

1448125 B.C. LTD.

By: /s/ "Brendan Purdy"
Name: Brendan Purdy
Title: Director
(I have authority to bind the company)

**SCHEDULE A
AMALGAMATION AGREEMENT**

THIS AMALGAMATION AGREEMENT is made as of [●], 2024.

BETWEEN:

METAVISTA3D INC., a company incorporated under the laws of the Province of British Columbia

("Metavista")

AND:

1491729 B.C. LTD., a company incorporated under the laws of the Province of British Columbia

("Subco")

AND:

1448125 B.C. LTD., a company incorporated under the laws of the Province of British Columbia

("FinCo")

WHEREAS:

A. Metavista and FinCo wish to amalgamate pursuant to the provisions of the *Business Corporations Act* and to continue as one company in accordance with the terms and conditions set out in this Agreement;

B. The authorized and issued share structure of Metavista, as at the date of this Agreement, is set out in the table below:

<u>Number Authorized</u>	<u>Number Issued</u>	<u>Class</u>
No Maximum Number	[●]	Common Shares Without Par Value

C. The authorized and issued share structure of FinCo, as at the date of this Agreement, is set out in the table below:

<u>Number Authorized</u>	<u>Number Issued</u>	<u>Class</u>
No Maximum Number	[●]	Common Shares Without Par Value

D. Each of Subco, FinCo and Metavista has made full disclosure to the others of all of its respective assets and liabilities;

E. Subco and FinCo, acting under the authority set out in the *Business Corporations Act*, have agreed to amalgamate on the terms and conditions set forth herein; and

F. Pursuant to the Amalgamation, Metavista will issue Metavista Shares to the holders of Common Shares Without Par Value of SubCo.

IN CONSIDERATION of the mutual promises set out below and for other good and valuable consideration, the parties agree as follows:

Defined Terms

1. In this Agreement:

- (1) “**Agreement**” means this Amalgamation Agreement as it may be supplemented and amended from time to time;
- (2) “**Amalgamated Company**” means the company that will continue as a result of the Amalgamation;
- (3) “**Amalgamation**” means the amalgamation of the Predecessor Companies pursuant to the terms of this Agreement and the provisions of the Business Corporations Act;
- (4) “**Amalgamation Application**” means the amalgamation application to be filed with the Registrar pursuant to subsection 275(1)(a) of the *Business Corporations Act*;
- (5) “**Business Corporations Act**” means the *Business Corporations Act* of British Columbia, S.B.C. 2002, c. 57, as from time to time amended;
- (6) “**Effective Date**” means the date of the Amalgamation as set out in the relevant certificate of amalgamation to be issued by the British Columbia Corporate Registrar, namely the later of:
 - (a) the date and time that the Amalgamation Application is filed with the Registrar; and
 - (b) the date and time specified in the Amalgamation Application;
- (7) “**Predecessor Companies**” means, together, FinCo and Subco; and
- (8) “**Registrar**” means the Registrar of Companies for British Columbia.

Amalgamation

2. Subject to the terms and conditions set out in this Agreement, the Predecessor Companies will amalgamate and continue as one company on the Effective Date pursuant to the *Business Corporations Act*.

Effective Date

3. It is the intention of the Predecessor Companies that the Amalgamation will take place on, and will be effective on and from the Effective Date as set out in the form of Amalgamation Application attached hereto as Schedule A.

Name of Amalgamated Company

4. The name of the Amalgamated Company will be “Metavista3D Holdings Corp.”.

Articles

5. The articles of the Amalgamated Company will be in the form attached hereto as Schedule B.

Registered and Records Offices

6. The registered office and the records office of the Amalgamated Company will both be located at 408 - 55 Water Street, Vancouver, BC V6B 1A1.

First Director

The first director of the Amalgamated Company will be:

JEFFREY CARLSON

Mailing Address:

408 - 55 Water Street, Vancouver, BC V6B 1A1.

Delivery Address:

408 - 55 Water Street, Vancouver, BC V6B 1A1.

Authorized Capital

7. The authorized share structure of the Amalgamated Company will consist of the shares set out in the table below, namely:

Number Authorized	Class
No Maximum Number	Common Shares Without Par Value

Cancellation and Exchange of Shares

8. On the Effective Date, by virtue of the Amalgamation and pursuant to subsections 270(2)(b) and 270(2)(c) of the *Business Corporations Act*, the issued shares in the capital of each of the Predecessor Companies will be exchanged as follows:
- (1) each Common Share Without Par Value in the capital of FinCo will be exchanged for one Metavista Share, following which all issued Common Shares Without Par Value in the capital of Subco will be cancelled;

- (2) Metavista will receive one Common Share Without Par Value of the Amalgamated Company in consideration for the Metavista Shares issued to the holders of Common Shares Without Par Value of FinCo pursuant to section 8(1) above; and
 - (3) the issued Common Share Without Par Value in the capital of Subco registered in the name of Metavista will be exchanged for one Common Share Without Par Value in the capital of the Amalgamated Company.
9. The Amalgamated Company will issue shares in the Amalgamated Company and Metavista will issue the Metavista Shares in the manner referred to in section 8 on the Effective Date.

Share Certificates

10. The Amalgamated Company will cancel each share certificate representing shares in a Predecessor Company that is surrendered to the Amalgamated Company and, in exchange for each such cancelled share certificate, Metavista or the Amalgamated Company, as applicable, will forthwith issue to the holder thereof, without charge, certificates representing the Metavista Shares or shares in the Amalgamated Company (as applicable) to which such holder is entitled on the basis set out in section 8.

Effect of Amalgamation

11. On the Effective Date, the Predecessor Companies will be amalgamated and will continue as one company on the terms set out in this Agreement and, in accordance with Section 282 of the *Business Corporations Act*:
 - (a) the Amalgamated Company will become capable immediately of exercising the functions of an incorporated company;
 - (b) the shareholders of the Amalgamated Company will have the powers and the liability provided in the *Business Corporations Act*;
 - (c) each shareholder of each Predecessor Company will be bound by this Agreement;
 - (d) the property, rights and interests of the Predecessor Companies will continue to be the property, rights and interests of the Amalgamated Company;
 - (e) the Amalgamated Company will continue to be liable for the obligations of the Predecessor Companies;
 - (f) an existing cause of action, claim or liability to prosecution will be unaffected;
 - (g) a legal proceeding being prosecuted or pending by or against a Predecessor Company may be prosecuted, or its prosecution may be continued, as the case may be, by or against the Amalgamated Company; and
 - (h) a conviction against, or a ruling, order or judgment in favour of or against, a Predecessor Company may be enforced by or against the Amalgamated Company.

Alterations

12. The Predecessor Companies and Metavista may, by resolution of their respective directors, assent to any amendment or variation of this Agreement that the shareholders of the Predecessor Companies may approve, and this Agreement as so altered or modified will be binding upon the Predecessor Companies and Metavista and will be binding upon each shareholder of each of the Predecessor Companies.

Condition Precedent

13. The Amalgamation is subject to satisfaction of the following condition precedent, which may not be waived by any of the Predecessor Companies: namely, that the shareholders of each of the Predecessor Companies will adopt this Agreement in the manner required by the *Business Corporations Act*.

Termination

14. If the Amalgamation does not occur on or before July 31, 2024, then, unless otherwise agreed by the parties in writing, this Agreement will terminate and become null and void at such time after July 31, 2024, as written notice to that effect is given by any party to the other parties.

BY SIGNING BELOW each of the Predecessor Companies and Metavista confirms that this document sets out the agreement reached by them and each acknowledges its intention to be bound by this Agreement.

[Signature page follows.]

METAVISTA3D INC.

Per: _____
Name:
Title:

1491729 B.C. LTD.

Per: _____
Name:
Title:

1448125 B.C. LTD.

Per: _____
Name:
Title:

**EXHIBIT A
AMALGMATION APPLICATION**

(TO BE INSERTED)

**SCHEDULE A TO EXHIBIT A
ARTICLES**

(TO BE INSERTED)