

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “**Agreement**”) is dated June 5th, 2023 among Metaverse Group Ltd., on behalf of and as attorney-in-fact for each of the vendors whose names are listed on Schedule “A” attached hereto (collectively, the “**Vendors**”) and Tokens.com Corp. (the “**Purchaser**”).

WHEREAS:

- (a) each of the Vendors is the registered and beneficial owner of the shares of Metaverse Group Ltd. (the “**Corporation**”) set forth opposite such Vendor’s name at Schedule “A” hereof (collectively, the “**Purchased Shares**”), such Purchased Shares comprising all of the shares of the Corporation not already owned by the Purchaser;
- (b) the Vendors wish to sell, and the Purchaser wishes to purchase, the Purchased Shares upon the terms and conditions contained in this Agreement; and
- (c) pursuant to section 2.4 of the shareholders agreement dated October 14, 2021 among the shareholders of the Corporation, each of the Vendors has irrevocably appointed the Corporation as its attorney-in-fact in order to execute and deliver, on behalf of and in the name of such Vendor, this Agreement and such other documents as may be necessary to complete the transactions contemplated herein.

NOW THEREFORE, in consideration of the respective promises, covenants, representations, warranties and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby irrevocably acknowledged), the parties agree as follows:

Section 1 Purchase, Sale, Exchange and Closing

- (1) **Purchase, Sale and Exchange.** On the terms and subject to the conditions of this Agreement, on the Closing Date (as defined below):
 - (a) the Vendors shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from the Vendors, all of the Purchased Shares, free and clear of any and all liens or encumbrances other than transfer restrictions arising under applicable securities laws or contained in the articles of the Corporation; and
 - (b) the outstanding stock options and restricted share units of the Corporation (the “**Convertible Securities**”) shall be exchanged for replacement convertible securities of the Purchaser in the manner set out in Schedule “B” hereof (the “**Replacement Convertible Securities**”), such Replacement Convertible Securities to be subject to the same vesting schedule, with the number of such Convertible Securities and, as applicable, the exercise price thereon, adjusted pursuant to the Exchange Ratio, and subject to such other adjustments as may be necessary to ensure that subsection 7(1.4) of the *Income Tax Act* (Canada) (the “**Tax Act**”) (and any corresponding provision of provincial tax legislation) shall apply to such exchange.
- (2) **Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place electronically and concurrent with the execution of this Agreement on the date hereof, or on such other date as the parties may mutually agree (the “**Closing Date**”), subject to the satisfaction or waiver by the parties of the covenants, closing conditions and deliveries set out in Sections 5 and 6 below.

Section 2 Purchase Price, Consideration Shares and Convertible Securities

- (1) **Purchase Price.** The purchase price payable by the Purchaser to the Vendors for the Purchased Shares is \$4,115,388.20 (the "**Purchase Price**").
- (2) **Consideration Shares.** On the Closing, the Purchaser shall, subject to Section 2(3):
 - (a) satisfy the Purchase Price by way of the issuance of 20,576,941 common shares in the capital of the Purchaser (the "**Tokens Shares**") at a deemed price of \$0.20 per Tokens Share, allocated among the Vendors in the manner set out in Schedule "A" hereof, representing an exchange ratio of 0.347 Consideration Shares (as defined below) for each Purchased Share held (the "**Exchange Ratio**"); and
 - (b) reserve for issuance an aggregate of 3,799,650 Tokens Shares in respect of the consideration shares issuable by the Purchaser to the holders of the Convertible Securities upon conversion of the Replacement Convertible Securities (the Tokens Shares issuable pursuant to (a) and (b) above, collectively, the "**Consideration Shares**").
- (3) **Consideration Share Escrow.** On the Closing Date, the Consideration Shares to be issued on account of the Purchased Shares shall be issued *pro rata* to the Vendors as follows: (A) twenty-five percent (25%) of the Consideration Shares shall be issued to the Vendors on Closing as immediately available securities; and (B) the remaining seventy-five percent (75%) shall be subject to share escrow restrictions (the "**Escrowed Shares**"), such Escrowed Shares bearing legends which provide for 33.3% of the Escrowed Shares to be released to the Vendors on each of the dates which are 90 and 180 days following the Closing Date, and the balance to be released on the date which is 270 days following the Closing Date.

Section 3 Vendors' Representations and Warranties

Each of the Vendors jointly and severally represent and warrant as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Purchased Shares and each of the representations and warranties contained in this Section 4 shall survive the closing of the purchase and sale of the Purchased Shares:

- (1) **Incorporation and Qualification.** To the extent a Vendor is not a natural person, it has the power to enter into and perform its obligations under this Agreement;
- (2) **Corporate Authority.** To the extent a Vendor is a corporation, the execution and delivery of and performance by the Vendor of this Agreement have been authorized by all necessary corporate action on the part of the Vendor. To the extent a Vendor is a corporation, the transfer of the Purchased Shares to the Purchaser has been authorized by all necessary corporate action on the part of the Vendor;
- (3) **No Violation or Breach.** The execution and delivery of and performance by the Vendor of this Agreement:
 - (a) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under, any of the terms or provisions of the Vendor's constating documents or by-laws, if any;
 - (b) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any

other person to exercise any rights under any contracts or instruments to which the Vendor is a party; and

- (c) will not result in the violation of any law;
- (4) **Authorizations and Consents.** There is no requirement on the part of the Vendor or the Corporation to make any filing with or give any notice to any governmental entity or body, or obtain any order, permit, approval, waiver, license or similar authorization, in connection with the completion of the transactions contemplated by this Agreement, except for filings and notifications required by applicable securities laws;
- (5) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding agreement of the Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to: (a) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights; and (b) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (6) **Authorized and Issued Capital.** As at the date hereof, the authorized and issued capital of the Corporation consists of: (a) an unlimited number of common shares, of which, 132,279,436 common shares have been duly issued and are outstanding as fully-paid and non-assessable; (b) 8,950,000 stock options to purchase common shares have been duly issued and are outstanding; and (c) 2,000,000 restricted share units have been duly issued and are outstanding. All such securities have been issued in compliance with applicable laws, including, without limitation, applicable securities laws;
- (7) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition from the Vendor of any of the Purchased Shares;
- (8) **Title to Purchased Shares.** The Purchased Shares are owned by the Vendor as the registered and beneficial owner with a good title, free and clear of all liens, charges, pledges, security interests and other encumbrances other than those restrictions on transfer, if any, contained in the articles of the Corporation. Upon completion of the transaction contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares, free and clear of all liens, charges, pledges, security interests and other encumbrances other than (i) those restrictions on transfer, if any, contained in the articles of the Corporation, and (ii) liens granted by the Purchaser; and
- (9) **Value of Purchased Shares.** The Purchased Shares do not derive, and have not derived at any time in the preceding 60 months, more than 50% of their fair market value directly or indirectly from one or any combination of: (i) real or immovable property situated in Canada; (ii) Canadian resource properties (as defined in the Tax Act); (iii) timber resource properties (as defined in the Tax Act); and (iv) options in respect of, or interests in, or for civil law rights in, property described in any of (i) to (iii) above, whether or not the property exists.

Section 4 Purchaser's Representations and Warranties

The Purchaser represents and warrants as follows to each of the Vendors at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendors are relying on such representations and warranties in connection with the sale by the Vendors of the Purchased Shares and each of the representations and warranties contained in this Section 4 shall survive the closing of the purchase and sale of the Purchased Shares:

- (1) **Incorporation and Qualification.** The Purchaser is a corporation incorporated and existing under the laws of the Province of Ontario and its principal place of business is in Ontario. The Purchaser has the corporate power to enter into and perform its obligations under this Agreement;
- (2) **Corporate Authority.** The execution and delivery of and performance by the Purchaser of this Agreement (including, for certainty, the issuance of the Consideration Shares and the Replacement Convertible Securities) have been authorized by all necessary corporate action on the part of the Purchaser;
- (3) **No Violation or Breach.** The execution and delivery of and performance by the Purchaser of this Agreement:
 - (a) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under, any of the terms or provisions of the Purchaser's constating documents or by-laws;
 - (b) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any contracts or instruments to which the Purchaser is a party; and
 - (c) will not result in the violation of any law;
- (4) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (a) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (b) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (5) **Authorizations and Consents.** There is no requirement on the part of the Purchaser to make any filing with or give any notice to any governmental entity or body, or obtain any order, permit, approval, waiver, license or similar authorization, in connection with the completion of the transactions contemplated by this Agreement, except for filings and notifications required by applicable securities laws;
- (6) **Securities Laws.** The Purchaser is acquiring the Purchased Shares as principal and not as agent and is acquiring the Purchased Shares for investment purposes only and not with a view to resale or distribution. The Purchaser is a resident of the Province of Ontario and is a purchaser described in Section 2.3 (*accredited investor*) of National Instrument 45-106 – *Prospectus Exemptions*;
- (7) **Consideration Shares.** The Consideration Shares issued pursuant to this Agreement on account of:
 - (a) the Purchased Shares, will, when issued, be duly authorized and validly issued as fully paid and non-assessable securities in the capital of the Purchaser, free of any encumbrance, right of first refusal, pre-emptive right, subscription right or other similar right with respect thereto, other than under any applicable securities laws and the escrow terms set out in this Agreement;
 - (b) the Replacement Convertible Securities, will, when issued, but subject to the exercise or settlement of the Replacement Convertible Securities in accordance with their terms, be duly authorized and validly issued as fully paid and non-assessable securities in the capital of the Purchaser, free of any encumbrance, right of first refusal, pre-emptive right, subscription right or other similar right with respect thereto, other than under any applicable securities laws and the escrow terms set out in this Agreement; and
 - (c) not be subject to any statutory hold period under the *Securities Act* (Ontario), other than in respect of "control block distributions" subject to compliance with resale restrictions and conditions under applicable laws; and no order having the effect of ceasing or

suspending the distribution or trading of the common shares of the Purchaser, or prohibiting the distribution of the Consideration Shares has been issued or made by any governmental authority and no proceedings have been initiated or are pending or, to the knowledge of Purchaser, are threatened by any governmental authority in relation thereto; and

- (8) **Taxable Canadian Corporation.** The Purchaser is a taxable Canadian corporation within the meaning of the Tax Act.

Section 5 Covenants

- (1) **Composition of Board.** Concurrently with the Closing, the Purchaser shall cause Lorne Sugarman to be appointed to the board of directors of the Purchaser (such that the Purchaser shall have six (6) board members).

- (2) **Tax Matters.**

- (a) It is intended that the transactions contemplated by this Agreement shall take place pursuant to section 85.1 of the Tax Act, as applicable, such that the Purchased Shares shall be exchanged for the Consideration Shares on a tax-deferred basis. To the extent the provisions of section 85.1 are inapplicable or if a Vendor desires to execute and file an election pursuant to section 85 of the Tax Act (and, where applicable, the corresponding provision of any applicable provincial income tax legislation), the Purchaser agrees to make such joint elections with the Vendor in a timely manner.
- (b) For the purpose of the joint elections referred to in Section 5(2)(a), the agreed amount for the transfer of the Purchased Shares shall be an amount stipulated by the Vendor within the limits provided by the Tax Act.
- (c) Each Vendor shall be solely responsible for filing each of the elections referred to in this Section 5(2) in the form required by the Tax Act and any applicable provincial taxation legislation. The Purchaser shall not be responsible for any taxes, interest or penalties or any other costs or damages resulting from the failure of the Vendor to properly and accurately complete or file such joint tax election within the manner and time required under the Tax Act (or any applicable provincial legislation) and the applicable Vendor shall indemnify the Purchaser for any such damages it may suffer as a result of such failure.

Section 6 Closing Conditions and Deliveries

- (1) **Conditions and Deliveries for the Benefit of the Purchaser.** The Purchaser shall not be obligated to complete the purchase of the Purchased Shares provided for unless on or before the Closing, each of the following have been delivered by the Vendors:
- (a) actual possession of the share certificates representing the Purchased Shares, duly endorsed for transfer to the Purchaser and accompanied by an irrevocable share transfer power of attorney duly executed in blank by each Vendor;
- (b) tendering for cancellation by the Corporation copies (electronic or otherwise) of each grant or award agreement pertaining to the Convertible Securities;
- (c) copies of the option exchange agreement or restricted share unit exchange agreement, as the case may be, duly executed by each holder of Convertible Securities and the Corporation; and
- (d) receipt of any third-party consents required to complete the transactions contemplated by this Agreement (including a scrutineer's report or other evidence of shareholder approval

having been obtained by the Vendors in connection with the transactions contemplated by this Agreement).

- (2) **Conditions and Deliveries for the Benefit of the Vendors.** The Vendors shall not be obligated to complete the sale of the Purchased Shares herein provided for unless on or before the Closing each of the following have been delivered to the Vendors:
- (a) evidence of approval by the NEO Exchange for the issuance of the Consideration Shares and the transactions contemplated by this Agreement;
 - (b) an option exchange agreement in respect of the exchange of the Convertible Securities for the Replacement Convertible Securities;
 - (c) share certificates, option certificates, restricted share units, or DRS advices, as applicable, evidencing the Consideration Shares and the Replacement Convertible Securities in accordance with this Agreement;
 - (d) copies of each option exchange agreement and restricted share unit exchange agreement, duly executed by the Purchaser; and
 - (e) receipt of any third-party consents required to complete the transactions contemplated by this Agreement.

Section 7 Indemnification

- (1) **Indemnification in Favour of Purchaser.** The Vendors hereby jointly and severally indemnify and save the Purchaser and its shareholders, directors, officers, employees, agents and representatives harmless of and from, and shall pay for, any damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to:
- (a) any failure of the Vendors to perform or fulfil any of its covenants or obligations under this Agreement; and
 - (b) any breach, default or violation of any representation or warranty given by any Vendor contained in this Agreement;
- provided that the maximum liability of any Vendor for indemnification pursuant to this Section 7(1) shall be limited to an amount equal to the value of the Consideration Shares received by the Vendor on Closing, and the maximum liability of the Vendors, in the aggregate, for indemnification pursuant to this Section 7(1) shall be limited to the Purchase Price.
- (2) **Indemnification in Favour of Vendors.** Purchaser hereby indemnifies and saves the Vendors and each of their shareholders, directors, officers, employees, agents and representatives harmless of and from, and shall pay for, any damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to:
- (a) any failure of Purchaser to perform or fulfill any covenant of Purchaser under this Agreement; and
 - (b) any breach, default or violation of any representation or warranty given by Purchaser contained in this Agreement.

- (3) **Survival.** The covenants, representations and warranties of each of the Vendors and the Purchaser contained in this Agreement and in any certificates or documents delivered pursuant to or in connection with the transactions contemplated by this Agreement shall survive the Closing and, notwithstanding such Closing, and shall continue in full force and effect for the benefit of the Vendors or the Purchaser, as applicable, without limitation of time, subject only to applicable limitation periods imposed by law.

Section 8 Enurement

This Agreement becomes effective when executed by the Vendors and the Purchaser. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

Section 9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 10 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

Section 11 Interpretation; Headings

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 12 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 13 Currency

All dollar amounts expressed herein are in Canadian currency, unless otherwise specified.

Section 14 Expenses

Each of the parties will be responsible for paying the fees and expenses incurred by them, or on their account, in connection with the proposed transaction, whether or not it is completed, including the fees and expenses of their professional advisors.

Email: ak@tokens.com
Attention: Andrew Kiguel, Chief Executive Officer

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

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Email: osoliman@cassels.com
Attention: Omar Soliman

Section 19 Counterparts

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Signature page follows.]

The undersigned have executed this Share Purchase Agreement as of the date first written above.

**METAVVERSE GROUP LTD., on behalf of
each of the Vendors**

TOKENS.COM CORP.

By: (signed) "Lorne Sugarman"
Name: Lorne Sugarman
Title: Chief Executive Officer

By: (signed) "Andrew Kiguel"
Name: Andrew Kiguel
Title: Chief Executive Officer

SCHEDULE "A"

PURCHASED SHARES AND CONSIDERATION SHARES

Vendor	Number of Purchased Shares	Number of Consideration Shares
1000058533 Ontario Inc.	1,136,750	394,452
1999611 Ontario Inc.	100,000	34,700
2051633 Ontario Inc.	100,000	34,700
2180447 Ontario Inc.	312,727	108,516
2601326 Ontario Inc.	114,000	39,558
4Front Capital Partners	227,273	78,864
600216 Ontario Inc.	409,500	142,097
9415-2527 Quebec Inc.	899,550	312,144
Acton, Gordon	45,455	15,773
Actuated Technologies Corporation	227,350	78,890
Aeternus Inc.	114,000	39,558
AJA Holdings 2013	227,350	78,890
Allen, Mark Christopher	204,202	70,858
Assets International Ltd.	1,111,111	385,556
Atkins, Ross	113,636	39,432
Berson, Brody	204,202	70,858
Bouwers, Sean	45,455	15,773
Braden, Harrison	60,000	20,820
Canaccord Genuity Corp Attn: Securities Operations, ITF TDK Cashflow Ltd.,	454,700	157,781
Canaccord Genuity Corp. ITF James Allan, 42A593E1	114,000	39,558
Canaccord Genuity ITF Bearcliff Trading Corporation, 32A- A5AE-1	454,700	157,781
Canaccord Genuity ITF Derek Ham, 13E-914E-1	227,350	78,890
Canaccord Genuity ITF Gene McBurney 13F-713E-1	454,700	157,781
Cheer, Valerie	114,000	39,558
Clark, Sean	114,000	39,558
Craig Kallum 2015 Living Trust	5,772,886	2,003,191
DDBT Investments Inc.	450,000	156,150
Delano International LLC	227,350	78,890
Eternia Investments Ltd.	1,270,000	440,690
Fawcett, David	409,091	141,955
Fidelity Clearing Canada ULC ITF Pollock Services Corp	1,000,000	347,000

Fidelity Clearing Canada ULC ITF Sullivan GM&P Partner Corp.	454,700	157,781
First Ledger Corp.	225,000	78,075
Fricker, Harris	454,544	157,727
Fund 2, A Series of N49P, LP	751,009	260,600
Galego, Michael	227,350	78,890
Garage Capital Fund III LP	938,762	325,750
GDA Capital Corporation	12,500,000	4,337,500
Geoffrey Cher Professional Corporation	114,000	39,558
Global Founders Capital GMBH & Co. Beteiligungs KG NR. 1	366,117	127,043
Gordon Cameron Professional Corporation	114,000	39,558
GroundBreak Ventures LP (by its GP, GroundBreak Ventures GP Corp.)	1,000,000	347,000
Halpern, Robert	450,000	156,150
Haywood Securities Inc.	227,350	78,890
INP Technology FOF II Limited Partnership	375,505	130,300
Jessica M. Brown Professional Corporation	113,639	39,433
LDIC Inc. ITF McFilligan Barry Inv Ltd.	114,000	39,558
LOI Venture Fund Limited Partnership	1,261,696	437,809
Mark Dickinson 2017 Family Trust	114,000	39,558
Meli, Dario	751,009	260,600
Montemarano, Rob	500,000	173,500
Oodles & Oodles, LLC	375,505	130,300
Origin Merchant Principals Fund LP, by its general partner Origin Capital GP Inc.	227,350	78,890
P&L Harvest Investment Ltd.	93,876	32,575
Pampena, Anna	100,000	34,700
Pan Pacific Mercantile Group Ltd.	454,700	157,781
Panda Angel Partners III LP	375,505	130,300
Ramakrishnan, Ritesh	1,000,000	347,000
Robinson, Reid	68,067	23,619
Rocket Internet Capital Partners (Euro) II SCS	220,797	76,617
Rocket Internet Capital Partners II SCS	680,415	236,104
Sandhu, Gurinder	340,700	118,223
Scotia Capital Inc. ITF 1999609 Ontario Inc. 467 42554 29	100,000	34,700
Scotia Capital Inc. ITF 2599584 Ontario Inc.	800,000	277,600
Scotia Capital Inc. ITF DiCapo Family Trust	800,000	277,600

Sugarman GM&P Partner Corporation	1,666,667	578,333
Sylvestre, Kenrick	227,350	78,890
Thakur, Raghav	227,273	78,864
TY & Sons Investments Inc.	454,700	157,781
van der Chijs, Marc	114,000	39,558
Wolfest Wood Limited	12,500,000	4,337,500
ZCR Corp.	704,623	244,504
TOTAL	59,299,547	20,576,941

SCHEDULE “B”

CONVERTIBLE SECURITIES AND REPLACEMENT CONVERTIBLE SECURITIES

Holder	Number of Metaverse Options	Number of Replacement Tokens Options	Number of Metaverse RSUs	Number of Replacement Tokens RSUS
Sugarman GM&P Partner Corp.	3,500,000	1,214,500	-	-
Lorne Sugarman	-	-	2,000,000	694,000
Andrew Kiguel	1,000,000	347,000	-	-
Assets International Ltd.	500,000	173,500	-	-
Andy Nulman	300,000	104,100	-	-
Matt Zanardo	500,000	173,500	-	-
Martin Bui	300,000	104,100	-	-
Julian Boyman	150,000	52,050	-	-
Natalie Kiguel	300,000	104,100	-	-
Hetal Patel	75,000	26,025	-	-
Joshua Berkowitz	75,000	26,025	-	-
Mark Allen	2,250,000	780,750	-	-
Total	8,950,000	3,105,650	2,000,000	694,000