

Certificat d'arrangement

Loi sur les sociétés par actions (RLRQ, chapitre S-31.1)

J'atteste que les statuts d'arrangement ci-joints de la société par actions

RESSOURCES ROBEX INC.

et sa version

ROBEX RESOURCES INC.

ont effet à compter du 15 avril 2026.

Déposé au registre le 16 avril 2026 sous le
numéro d'entreprise du Québec 1141959834.



Registraire des entreprises



Statuts d'arrangement

Ce formulaire s'adresse à toute société par actions qui désire demander un certificat d'arrangement à la suite de l'approbation de l'arrangement par un tribunal. Veuillez consulter le *Guide concernant les statuts d'arrangement* (RE-518.G) avant de remplir ce formulaire.

Loi sur les sociétés par actions (RLRQ, c. S-31.1)

1 Nom de la ou des sociétés requérantes

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés requérantes.

Nom

RESSOURCES ROBEX INC.

ROBEX RESOURCES INC.

Numéro d'entreprise du Québec (NEQ)
1 1 4 1 9 5 9 8 3 4

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

2 Nom de la ou des sociétés dont les statuts sont modifiés par l'arrangement, s'il y a lieu

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dont les statuts sont modifiés par l'arrangement.

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |

Nom

Numéro d'entreprise du Québec (NEQ)
| | | | | | | | | |



3 Nom de la ou des sociétés issues de la ou des fusions mentionnées dans l'arrangement, s'il y a lieu

Inscrivez le nom et, s'il y a lieu, le numéro d'entreprise du Québec (NEQ) de la ou des sociétés issues de la ou des fusions.

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

4 Nom de la ou des sociétés dissoutes mentionnées dans l'arrangement, s'il y a lieu

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dissoutes.

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)



5 Nom de toute autre société visée par l'arrangement, s'il y a lieu

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de toute autre société visée par l'arrangement.

Nom

Predictive Discovery Limited

Numéro d'entreprise du Québec (NEQ)

Nom

9548-5991 Québec Inc.

Numéro d'entreprise du Québec (NEQ)

1181247132

Nom

Numéro d'entreprise du Québec (NEQ)

Nom

Numéro d'entreprise du Québec (NEQ)

6 Modification relative au nom de la société visée par l'arrangement, s'il y a lieu

Inscrivez le nouveau nom de la société par actions.

Inscrivez la ou les versions du nouveau nom de la société dans une autre langue que le français, s'il y a lieu.

Si le nom de la société a fait l'objet de modification, veuillez remplir la déclaration relative au nom à la page 5.

Si le nom de la société a été modifié par une désignation numérique, veuillez cocher la case ci-dessous.

☐ Désignation numérique pour tenir lieu de nom



7 Objets sur lesquels porte l'arrangement approuvé par le tribunal

Cochez la ou les cases qui correspondent à l'arrangement.

☐ Les statuts de la ou des sociétés mentionnées à la partie 2 sont modifiés.

Décrivez la ou les modifications.

☐ La ou les sociétés mentionnées à la partie 3 sont issues de la ou des fusions.

Veillez joindre une annexe en indiquant, pour chaque société, le nom et le numéro d'entreprise du Québec (NEQ) des sociétés fusionnées.

☐ La ou les sociétés mentionnées à la partie 4 ont été dissoutes et, s'il y a lieu, liquidées.

☐ Les activités de la ou des sociétés mentionnées à la partie 5 ont été fractionnées.

☐ Les biens de la ou des sociétés mentionnées à la partie 5 ont été aliénés.

☐ Les valeurs mobilières, les titres de participation ou les titres de créance de la ou des sociétés mentionnées à la partie 5 ont été échangés contre de l'argent, des valeurs mobilières, des titres de participation, des titres de créance ou d'autres biens de la société ou d'une autre personne morale.

☐ Les activités de la ou des sociétés mentionnées à la partie 5 ou des affaires internes ont été modifiées.

☐ Le droit des créanciers de la ou des sociétés mentionnées à la partie 5 ou d'un groupe de créanciers d'exiger qu'une obligation de la ou des sociétés soit exécutée entièrement, correctement et sans retard a été limité.

☐ Un actionnaire de la ou des sociétés mentionnées à la partie 5 a été expulsé.

☒ L'arrangement porte sur un autre objet que ceux mentionnés ci-dessus.

Décrivez l'objet sur lequel porte l'arrangement.

Les valeurs mobilières, les titres de participation ou les titres de créance de la société mentionnée à la partie 1 et des sociétés mentionnées à la partie 5 ont été échangées contre de l'argent, des valeurs mobilières, des titres de participation, des titres de créance ou d'autres biens de la ou des sociétés mentionnées à la partie 5 et/ou de la société mentionnée à la partie 1 et/ou d'une autre personne morale, le cas échéant.

8 Date et heure à attribuer au certificat, s'il y a lieu

☒ Date

2	0	2	6	0	4	1	5
A	A	A	A	M	M	J	J

 Heure

H	H	M	M

☒ avant-midi ☐ après-midi

☐ Il s'agit de la date et, s'il y a lieu, de l'heure fixées par le tribunal.

9 Signature

Signé à Perth, Australia , le

2	0	2	6	0	4	1	1
A	A	A	A	M	M	J	J

Localité

Wilcox
Nom de famille de l'administrateur ou du dirigeant autorisé

Matthew Peter
Prénom de l'administrateur ou du dirigeant autorisé

Signed by:
Matthew Wilcox
0BFDC3FE04A841D...
Signature de l'administrateur ou du dirigeant autorisé

Signez le formulaire et transmettez toutes les pages de ce dernier accompagnées des documents exigés.
Vous ne devez pas télécopier ce formulaire.

Valider



15ZH ZZ 49539072

Déclaration relative au nom

Nom de la société par actions
RESSOURCES ROBEX INC.

Je déclare que des moyens raisonnables ont été pris afin de s’assurer que le nom choisi est conforme à la loi et que je suis la personne autorisée à signer la présente déclaration.

Wilcox

Nom de famille de l'administrateur ou du dirigeant autorisé

Matthew Peter

Prénom de l'administrateur ou du dirigeant autorisé

Signed by:

Matthew Wilcox

Signature de l'administrateur ou du dirigeant autorisé



15ZI ZZ 49539073

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC

No.: 200-11-030498-250

DATE: January 13, 2026

BEFORE THE HONOURABLE JEAN-FRANÇOIS ÉMOND, J.S.C.

**IN THE MATTER OF THE PROPOSED PLAN OF ARRANGEMENT UNDER SECTION
414 OF THE *BUSINESS CORPORATIONS ACT* (QUÉBEC) CQLR, c. S-31.1,
CONCERNING:**

ROBEX RESOURCES INC.

Applicant

and

9548-5991 QUÉBEC INC.

and

PREDICTIVE DISCOVERY LIMITED

and

THE SECURITYHOLDERS OF ROBEX RESOURCES INC.

and

AUTORITÉ DES MARCHÉS FINANCIERS

Impleaded Parties

FINAL ORDER¹

¹ La traduction de l'ordonnance a été demandée le 13 janvier 2026. Vu le délai annoncé pour sa livraison, le Tribunal estime que de retarder la signature du présent jugement dans l'attente de la version traduite entraînerait un préjudice ou un inconvénient grave aux parties et serait pas dans l'intérêt de la justice vu le caractère multi juridictionnel du dossier.

[1] ON READING Robex Resources Inc.'s ("**Robex**" or the "**Applicant**") *Amended Application for the Issuance of a Final Order in connection with Robex Resources Inc.'s Proposed Arrangement* dated January [8], 2026 (the "**Amended Application**"), pursuant to the provisions of Chapter XVI – Division II of the *Business Corporations Act* (Québec), CQLR, c. S-31.1 (the "**QBCA**"), the sworn statements and the exhibits filed in support thereof;

[2] GIVEN that this Court is satisfied that the Autorité des marchés financiers (the "**AMF**") has received notification of the Amended Application;

[3] GIVEN the provisions of the QBCA;

[4] GIVEN the representations of counsel to the Applicant as well as counsel to Predictive Discovery Limited ("**Predictive**") and 9548-5991 Québec Inc. ("**Acquireco**");

[5] GIVEN the Interim Order issued by this Court on November 11, 2025;

[6] GIVEN that this Court is satisfied that the proposed arrangement contemplated by the Plan of Arrangement (as defined below) (the "**Arrangement**") conforms with the requirements of the QBCA, has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged, and is fair and reasonable;

[7] GIVEN that this Court has been advised in the Amended Application and at both the Interim Order and Final Order hearings that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirements under Section 3(a)(10) of the United States *Securities Act of 1933*, as amended, with respect to the new ordinary shares in the capital of Predictive to be issued under the Arrangement;

[8] GIVEN that all the holders (the "**Robex Shareholders**") of common shares, including those common shares represented by CHESS Depositary Interests ("**Robex CDIs**"), in the capital of the Applicant (the "**Robex Shares**"), the holders of options to purchase Robex Shares (the "**Option Holders**"), the holders of deferred share units (DSUs) (the "**DSU Holders**"), the holders of performance share units (PSUs) (the "**PSU Holders**" and, collectively with the Option Holders and the DSU Holders, the "**Equity Award Holders**"), the holders of warrants to purchase Robex Shares (the "**Warrant Holders**", and together with the Robex Shareholders and the Equity Award Holders, the "**Robex Securityholders**"), Predictive and Acquireco be deemed parties, as Impleaded Parties, to the present proceedings and be bound by the terms of any Order rendered herein;

[9] GIVEN that, on December 30, 2025, the Robex Shareholders approved the special resolution approving the Arrangement in accordance with the requirements of the QBCA and the Interim Order;

[10] GIVEN that no Robex Shareholders appeared before the Court in order to oppose the Application;

FOR THESE REASONS, THE COURT HEREBY:

[11] **GRANTS** the Final Order sought in the Amended Application;

[12] **DECLARES** that service of the Amended Application has been made in accordance with the Interim Order, is valid and sufficient, and amounts to valid service of same;

[13] **DISPENSES** the Applicant from describing at length the names of the Robex Securityholders in the description of the Impleaded Parties;

[14] **DECLARES** that the terms and conditions of the Arrangement, as more particularly described in the Plan of Arrangement attached to this Order as **Schedule "A"** (the "**Plan of Arrangement**"), have been duly adopted in accordance with the Interim Order;

[15] **DECLARES** that the Arrangement conforms with the requirements of the QBCA, has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged, and is fair and reasonable;

[16] **DECLARES** that the Arrangement as contemplated in the Plan of Arrangement is hereby approved and ratified, and **ORDERS** that the Arrangement, as it may be amended in accordance with the Interim Order, subject to the provisions of the Arrangement Agreement, shall take effect in accordance with the terms of the Plan of Arrangement on the Effective Date, as defined therein;

[17] **AUTHORIZES** any one of the directors or officers of Robex to sign the Articles of Arrangement of Robex and **AUTHORIZES** the filing of the Articles of Arrangement with the Québec Enterprise Registrar pursuant to Sections 418 and 419 of the QBCA;

[18] **DECLARES** that the Court has been advised that this Final Order approving the transaction will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States *Securities Act of 1933*, as amended, from the registration requirements otherwise imposed by that act, regarding the exchange of securities of Predictive to Robex Securityholders pursuant to the Plan of Arrangement, and for such purposes and **DECLARES** that the terms and conditions of the Arrangement, including such exchange of securities, are substantively and procedurally fair and reasonable to the Robex Securityholders;

[19] **ORDERS** provisional execution of this Final Order notwithstanding any appeal therefrom and without the necessity of furnishing any security;

[20] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada, the Federal Court of Canada and any judicial, regulatory or administrative body of any other nation or state, to assist the Applicant and its agents in carrying out the terms of the Final Order;

[21] **DECLARES** that this Court shall remain seized of this matter to resolve any difficulty which may arise in relation to, or in connection with, the implementation of the Arrangement;

[22] **THE WHOLE**, without costs, save in the event of contestation.



JEAN-FRANÇOIS ÉMOND, J.S.C.

M^{re} Fabrice Benoit
M^{re} Jack M. Little
M^{re} Catherine Saya
Osler Hoskin & Harcourt LLP

Counsel to Robex

M^{re} Brandon Farber
Fasken Martineau Dumoulin LLP

Counsel to Predictive and Acquireco

Hearing date: January 13, 2026

SCHEDULE A
PLAN OF ARRANGEMENT

**PLAN OF ARRANGEMENT
UNDER CHAPTER XVI – DIVISION II OF THE
BUSINESS CORPORATIONS ACT (QUÉBEC)**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“**Acquireco**” means 9548-5991 Québec Inc. a corporation existing under the Laws of the Province of Québec and a direct wholly-owned subsidiary of Predictive;

“**Acquireco Shares**” means the class A shares in the capital of Acquireco;

“**affiliate**” has the meaning ascribed to such term in the Arrangement Agreement;

“**Arrangement**” means the arrangement under Chapter XVI – Division II of the QBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations hereto made in accordance with the terms of the Arrangement Agreement or Section 6.1 of this Plan of Arrangement or made at the direction of the Court in either the Interim Order or the Final Order with the prior written consent of Robex and Predictive, each acting reasonably;

“**Arrangement Agreement**” means the arrangement agreement dated October 5, 2025, as amended on December 10, 2025, among Predictive, Robex and Acquireco, as the same may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

“**Arrangement Resolution**” means the special resolution of the Robex Shareholders approving the Arrangement to be considered at the Robex Meeting, substantially in the form and content of Schedule “B” to the Arrangement Agreement;

“**Articles of Arrangement**” the articles of arrangement of Robex in respect of the Arrangement required by the QBCA to be sent to the Registrar after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to Robex and Predictive, each acting reasonably;

“**Australian Tax Act**” means the *Income Tax Assessment Act 1936* (Cth), *Income Tax Assessment Act 1997* (Cth) and *Taxation Administration Act 1953* (Cth);

“**Business Day**” means a day, other than a Saturday or a Sunday, on which the principal commercial banks located in Montreal, Québec and Perth, Western Australia are generally open for the conduct of business;

“**Certificate**” means a share certificate, direct registration statement (DRS) advice or any other document or instrument representing shares or securities of a person;

“**Certificate of Arrangement**” means the certificate giving effect to the Arrangement to be issued by the Registrar in accordance with the QBCA in respect of the Articles of Arrangement;

“Consideration” means the Predictive Shares to be issued to the Robex Shareholders in exchange for the Robex Shares pursuant to this Plan of Arrangement, being a number of Predictive Shares for each Robex Share equal to the Exchange Ratio;

“Court” means the Superior Court of Québec;

“Depository” means any suitably qualified Person that Robex and Predictive mutually agree in writing to appoint to act as depository in relation to the Arrangement;

“Dissent Rights” shall have the meaning ascribed thereto in Section 4.1 of this Plan of Arrangement;

“Dissenting Shareholder” means a registered Robex Shareholder that has validly exercised their Dissent Rights in strict compliance with the procedures set out in Chapter XIV – Division I of the QBCA, as may be modified by the Interim Order, the Final Order and Section 4.1 hereof, and has neither withdrawn, nor been deemed to have withdrawn, such exercise of Dissent Rights, but only in respect of the Robex Shares in respect of which Dissent Rights are validly exercised by such registered Robex Shareholder;

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

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

“Exchange Ratio” means 7.862 Predictive Shares for each Robex Share, subject to adjustment in accordance with Section 2.12 of the Arrangement Agreement and Section 3.4 hereof;

“Final Order” means the final order of the Court pursuant to Chapter XVI – Division II of the QBCA approving the Arrangement, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance and distribution of the Consideration, approving the Arrangement, in form and substance acceptable to both Robex and Predictive, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court (which must be acceptable to both Robex and Predictive, each acting reasonably) at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both Robex and Predictive, each acting reasonably);

“Interim Order” means the interim order of the Court after the application to the Court pursuant to the QBCA, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance and distribution of the Consideration, to be issued following the application therefor, providing for, among other things, the calling and holding of the Robex Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court (which must be acceptable to both Robex and Predictive, each acting reasonably);

“Letter of Transmittal” means the letter of transmittal enclosed with the Robex Circular for use in connection with the Arrangement, or such other equivalent form of letter of transmittal acceptable to Predictive, acting reasonably;

“Market Price” at any date in respect of the Predictive Shares shall be, the volume weighted average trading price of the Predictive Shares on the ASX (or, if the Predictive Shares are not then listed on the ASX, such other stock exchange on which the Predictive Shares are then listed and posted for trading) for the ten trading days ending on the last trading date immediately before the date on which the Market Price is determined, provided that in the event that the Predictive Shares are not then listed and posted for trading on

the ASX or any other stock exchange, the Market Price shall be the fair market value of such Predictive Shares as determined by the board of directors of Predictive in its sole discretion;

“**Party**” means any one of Robex, Predictive or Acquireco as the case may be, and “**Parties**” means all of them, collectively;

“**Plan of Arrangement**” means this plan of arrangement and any amendments or variations hereto made in accordance with Section 8.3 of the Arrangement Agreement or Section 6.1 of this Plan of Arrangement or at the direction of the Court and agreed to in writing by both Robex and Predictive, each acting reasonably;

“**Predictive**” means Predictive Discovery Limited, a corporation existing under the Laws of Australia with Australian Company Number 127 171 877;

“**Predictive Share**” means a fully paid ordinary share in the capital of Predictive;

“**Predictive Shareholders**” means the holders of Predictive Shares;

“**QBCA**” means the *Business Corporations Act* (Québec);

“**Registrar**” means the enterprise registrar (*Registraire des entreprises*) appointed by the Minister of Employment and Social Solidarity of Québec;

“**Robex**” means Robex Resources Inc., a corporation existing under the QBCA;

“**Robex Board**” means the board of directors of Robex as the same is constituted from time to time;

“**Robex CDIs**” means the outstanding CHESS Depositary Interests (as defined in the Settlement Operating Rules of ASX) representing a unit of beneficial ownership in a Robex Share and registered in the name of CHESS Depositary Nominees Pty Ltd;

“**Robex Circular**” means the notice of the Robex Meeting and accompanying management information circular, including all schedules, appendices, and exhibits thereto, sent to the Robex Shareholders in connection with the Robex Meeting, as amended, supplemented or otherwise modified from time to time;

“**Robex DSUs**” means the outstanding deferred share units of Robex issued under the Robex Incentive Plans;

“**Robex Equity Awards**” means, collectively, the Robex Options, Robex DSUs and Robex PSUs;

“**Robex Incentive Plans**” means, collectively: (a) the omnibus compensation plan of Robex, which was adopted by the Robex Board on March 25, 2025, (b) Robex’s Amended and Restated Share Purchase Options Plan dated May 15, 2023 and (c) Robex’s Directors’ Deferred Share Unit Plan dated December 9, 2024.

“**Robex Listed Warrants**” means the Robex Warrants issued under the Robex Warrant Agency Agreement;

“**Robex Meeting**” means the special meeting of the Robex Shareholders, including any adjournments or postponements thereof in accordance with the terms of the Arrangement Agreement, called and held in accordance with the Interim Order to consider the Arrangement Resolution and any other matters as may be set out in the Robex Circular and agreed to in writing by Predictive, acting reasonably;

“Robex Options” means the outstanding options of Robex to purchase Robex Shares issued under the Robex Incentive Plans;

“Robex PSUs” means the outstanding performance share units of Robex issued under the Robex Incentive Plans;

“Robex Securityholders” means, collectively, the Robex Shareholders, the holders of Robex Warrants and the holders of Robex Equity Awards;

“Robex Shareholder” means a registered or beneficial holder of one or more Robex Shares, and includes a registered or beneficial holder of one or more Robex CDIs, in any case as the context requires or permits;

“Robex Shares” means the common shares in the capital of Robex, and includes those common shares in the capital of Robex represented by Robex CDIs;

“Robex Warrant Agency Agreement” means the warrant agency agreement between Robex and Computershare Trust Company of Canada dated June 27, 2024 which created and governs the Robex Listed Warrants;

“Robex Warrants” means the outstanding warrants of Robex to purchase Robex Shares, including the Robex Listed Warrants;

“Section 3(a)(10) Exemption” means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the issuance and distribution of all Predictive Shares pursuant to this Plan of Arrangement;

“Tax” or **“Taxes”** mean any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including Canadian federal, provincial, territorial or foreign income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers’ compensation, Canada and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party or any of its subsidiaries is required to pay, withhold or collect, whether disputed or not;

“Tax Act” means the *Income Tax Act* (Canada);

“U.S. Securities Act” means the United States Securities Act of 1933; and

“U.S. Tax Code” means the United States Internal Revenue Code of 1986.

In addition, words and phrases used herein and defined in the QBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the QBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of any gender shall include all genders and the word “person” and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, company, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for any Action

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

1.5 Statutory References

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

1.6 Currency

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada. As used herein, all references to “\$” refer to Canadian dollars.

1.7 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

1.8 Certain Phrases and References, etc.

In this Plan of Arrangement, unless the context otherwise requires: (a) “including”, “includes” and “include” mean “including (or includes or include) without limitation”; (b) “day” means “calendar day”; (c) “hereof”, “herein”, “hereunder” and words of similar import, shall refer to this Plan of Arrangement as a whole and not to any particular provision of this Plan of Arrangement; (d) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”; (e) unless stated otherwise, “Article” or “Section” followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement; and (f) when used in reference to a Robex Shareholder, Robex Securityholder, holder of Robex Shares, holder of Robex Warrants, or holder of Robex Equity Awards, “former” means and refers to a Robex Shareholder, Robex Securityholder, holder of Robex Shares, holder of Robex Warrants or holder of Robex Equity Awards, as applicable, immediately

prior to the Effective Time.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement constitutes an arrangement as referred to in Chapter XVI – Division II of the QBCA and is made pursuant to, and is subject to the provisions of, the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement will become effective and be binding on Robex, Predictive, Acquireco, all Robex Securityholders (including Dissenting Shareholders), any trustee, registrar, depositary or transfer agent of Robex and the Depositary at and after the Effective Time, in each case without any further authorization, act or formality required on the part of any person, except as expressly provided in this Plan of Arrangement.

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

At the Effective Time, the following shall, unless specifically provided otherwise in this Section 3.1, occur and shall be deemed to occur sequentially in the following order without any further authorization, act or formality by Robex, Predictive, Acquireco, any Robex Securityholder or any other person, in each case, unless stated otherwise, at five-minute intervals starting at the Effective Time:

- (a) each Robex Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder shall be, and shall be deemed to be, assigned and transferred (free and clear of all Liens) to Robex in exchange for a debt claim against Robex (to be settled by Robex with its own available funds on hand and not funds directly or indirectly provided by Predictive or Acquireco or any other affiliate of Predictive) in an amount determined in accordance with Article 4 hereof, and:
 - (i) the registered holders of such Robex Shares immediately prior to the Effective Time shall: (A) cease to be the registered holders of such Robex Shares and shall cease to have any rights as a Robex Shareholder other than the right to be paid the fair value for such Robex Share as set out in Article 4 hereof; (B) be removed from the register of Robex Shareholders maintained by or on behalf of Robex in respect of the Robex Shares; and (C) be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to so assign and transfer such Robex Shares; and
 - (ii) each Robex Share so assigned and transferred to Robex pursuant to this Section 3.1(a), and each Robex CDI that immediately prior to the Effective Time represented one or more such Robex Shares so assigned and transferred, shall be, and shall be deemed to be, cancelled and cease to be outstanding;
- (b) each Robex Share outstanding immediately prior to the Effective Time (other than any Robex Shares held by Predictive immediately prior to the Effective Time or which were

held by Dissenting Shareholders immediately prior to the Effective Time and which were assigned and transferred to Robex pursuant to Section 3.1(a)) shall be, and shall be deemed to be, assigned and transferred (free and clear of all Liens) by the registered holder of such Robex Share to Acquireco in exchange for the Consideration issued by Predictive to the registered holder of such Robex Share so assigned and transferred (subject to Section 3.2 and Article 5) and:

- (i) the registered holders of such Robex Shares immediately prior to the Effective Time shall: (A) cease to be the registered holders of such Robex Shares and shall cease to have any rights as a Robex Shareholder other than the right to be paid the Consideration pursuant to this Plan of Arrangement; (B) be removed from the register of Robex Shareholders maintained by or on behalf of Robex in respect of the Robex Shares; (C) be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to so assign and transfer such Robex Shares; and (D) subject to Article 6, be entered in the register of Predictive Shareholders maintained by or on behalf of Predictive in respect of the Predictive Shares as the registered holder of such Predictive Shares representing the Consideration so received pursuant to this Section 3.1(b);
 - (ii) Acquireco shall be, and shall be deemed to be: (A) the transferee of such Robex Shares, free and clear of all Liens; and (B) entered in the register of Robex Shareholders maintained by or on behalf of Robex in respect of the Robex Shares as the registered holder of such Robex Shares so assigned and transferred pursuant to this Section 3.1(b); and
 - (iii) each Robex CDI that immediately prior to the Effective Time represented one or more Robex Shares so assigned and transferred pursuant to this Section 3.1(b) shall be, and shall be deemed to be, cancelled and cease to be outstanding and, for greater certainty, the Robex Shares represented by such Robex CDI shall be treated in accordance with and subject to Section 3.1(b)(i) and Section 3.1(b)(ii) above;
- (c) concurrently with the transfer in Section 3.1(b), Acquireco shall: (i) issue to Predictive, as consideration for issuance and delivery by Predictive of the Predictive Shares representing the Consideration payable to Robex Shareholders pursuant to Section 3.1(b), a number of Acquireco Shares equal to the aggregate number of Predictive Shares representing the Consideration issued by Predictive pursuant to Section 3.1(b); and (ii) add an amount equal to the fair market value of the aggregate Consideration to the issued and paid-up share capital account maintained by Acquireco in respect of the Acquireco Shares;
- (d) each Robex Option outstanding immediately prior to the Effective Time shall, and shall be deemed to, remain outstanding in accordance with its terms and the terms of the applicable Robex Incentive Plan that governed such Robex Option immediately prior to the Effective Time, provided that from and after the Effective Time:
- (i) such Robex Option shall be exercisable to purchase from Predictive such number of Predictive Shares equal to the product of (A) the number of Robex Shares issuable upon exercise of such Robex Option immediately prior to the Effective Time, and (B) the Exchange Ratio, provided that if the foregoing would result in a fraction of a Predictive Share being issuable, the number of Predictive Shares to be issued upon the exercise of such Robex Option shall be rounded down to the nearest whole Predictive Share, and the holder of such Robex Option shall not be

- entitled to any payment or other compensation in respect of such fractional Predictive Share;
- (ii) the exercise price per Predictive Share issuable upon the exercise of such Robex Option from and after the Effective Time shall be an amount (rounded up to the nearest whole cent) equal to the quotient of (A) the exercise price per Robex Share under such Robex Option immediately prior to the Effective Time, divided by (B) the Exchange Ratio;
 - (iii) the variations to the terms of such Robex Option as provided in Sections 3.1(d)(i) and 3.1(d)(ii) shall constitute an amendment to such Robex Option in accordance with the applicable Robex Incentive Plan that governed such Robex Option immediately prior to the Effective Time, and the registered holder of such Robex Option shall be notified of such variations; and
 - (iv) except as provided in Sections 3.1(d)(i) and 3.1(d)(ii): (A) the terms and conditions of such Robex Option (including the term to expiry, conditions to and manner of exercise) shall be the same as the terms and conditions as were applicable to such Robex Option immediately prior to the Effective Time; (B) such Robex Option shall continue to be governed by the applicable Robex Incentive Plan that governed such Robex Option immediately prior to the Effective Time; and (C) any document evidencing such Robex Option immediately prior to the Effective Time shall continue to evidence such Robex Option, as supplemented by the notification contemplated in Section 3.1(d)(iii);
- (e) each Robex DSU outstanding immediately prior to the Effective Time (whether vested or unvested) shall, and shall be deemed to, remain outstanding in accordance with its terms and the terms of the applicable Robex Incentive Plan that governed such Robex DSU immediately prior to the Effective Time, provided that from and after the Effective Time:
- (i) such Robex DSU shall, if vested or upon vesting, entitle the holder thereof to receive from Predictive either:
 - (A) such number of Predictive Shares equal to the product of (I) the number of Robex Shares issuable upon vesting of such Robex DSU immediately prior to the Effective Time, and (II) the Exchange Ratio, provided that if the foregoing would result in a fraction of a Predictive Share being issuable, the number of Predictive Shares to be issued shall be rounded down to the nearest whole Predictive Share, and the holder of such Robex DSU shall not be entitled to any payment or other compensation in respect of such fractional Predictive Share; or
 - (B) a cash payment in an amount (rounded down to the nearest whole cent) equal to the Market Price on the settlement date of such number of Predictive Shares equal to the product of (I) the number of Robex Shares issuable upon vesting of such Robex DSU immediately prior to the Effective Time, and (II) the Exchange Ratio,

in each case as determined by Predictive in its sole discretion; and

- (ii) the variations to the terms of such Robex DSU as provided in Section 3.1(e)(i) shall constitute an amendment to such Robex DSU in accordance with the applicable Robex Incentive Plan that governed such Robex DSU immediately prior to the Effective Time, and the registered holder of such Robex DSU shall be notified of such variations; and
 - (iii) except as provided in Section 3.1(e)(i): (A) the terms and conditions of such Robex DSU (including the term to expiry and vesting conditions) shall be the same as the terms and conditions as were applicable to such Robex DSU immediately prior to the Effective Time; (B) such Robex DSU shall continue to be governed by the applicable Robex Incentive Plan that governed such Robex DSU immediately prior to the Effective Time; and (C) any document evidencing such Robex DSU immediately prior to the Effective Time shall continue to evidence such Robex DSU, as supplemented by the notification contemplated in Section 3.1(e)(ii);
- (f) each Robex PSU outstanding immediately prior to the Effective Time (whether vested or unvested) shall, and shall be deemed to, remain outstanding in accordance with its terms and the terms of the applicable Robex Incentive Plan that governed such Robex PSU immediately prior to the Effective Time, provided that from and after the Effective Time:
 - (i) such Robex PSU shall, if vested or upon vesting, entitle the holder thereof to receive from Predictive such number of Predictive Shares equal to the product of (A) the number of Robex Shares issuable upon vesting of such Robex PSU immediately prior to the Effective Time, and (B) the Exchange Ratio, provided that if the foregoing would result in a fraction of a Predictive Share being issuable, the number of Predictive Shares to be issued shall be rounded down to the nearest whole Predictive Share, and the holder of such Robex PSU shall not be entitled to any payment or other compensation in respect of such fractional Predictive Share;
 - (ii) the variations to the terms of such Robex PSU as provided in Section 3.1(f)(i) shall constitute an amendment to such Robex PSU in accordance with the applicable Robex Incentive Plan that governed such Robex Option immediately prior to the Effective Time, and the registered holder of such Robex PSU shall be notified of such variations; and
 - (iii) except as provided in Section 3.1(f)(i): (A) the terms and conditions of such Robex PSU (including the term to expiry and vesting conditions) shall be the same as the terms and conditions as were applicable to such Robex PSU immediately prior to the Effective Time; (B) such Robex PSU shall continue to be governed by the applicable Robex Incentive Plan that governed such Robex PSU immediately prior to the Effective Time; and (C) any document evidencing such Robex PSU immediately prior to the Effective Time shall continue to evidence such Robex PSU, as supplemented by the notification contemplated in Section 3.1(f)(ii);
- (g) each Robex Warrant outstanding immediately prior to the Effective Time shall, and shall be deemed to, remain outstanding in accordance with its terms and, in the case of the Robex Listed Warrants, in accordance with the terms of the Robex Warrant Agency Agreement, provided that from and after the Effective Time:
 - (i) such Robex Warrant shall be exercisable to purchase from Predictive such number of Predictive Shares equal to the product of (A) the number of Robex Shares

issuable upon exercise of such Robex Warrant immediately prior to the Effective Time, and (B) the Exchange Ratio, provided that if the foregoing would result in a fraction of a Predictive Share being issuable, the number of Predictive Shares to be issued shall be rounded down to the nearest whole Predictive Share, and the holder of such Robex Warrant shall not be entitled to any payment or other compensation in respect of such fractional Predictive Share;

- (ii) the exercise price per Predictive Share issuable upon the exercise of such Robex Warrant from and after the Effective Time shall be an amount (rounded up to the nearest whole cent) equal to the quotient of (A) the exercise price per Robex Share under such Robex Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio;
- (iii) the variations to the terms of such Robex Warrant as provided in Sections 3.1(g)(i) and 3.1(g)(ii) shall constitute an amendment to such Robex Warrant in accordance with its terms and, in the case of the Robex Listed Warrants, in accordance with the Robex Warrant Agency Agreement, and the holder of such Robex Warrants shall be notified of such variations; and
- (iv) except as provided in Sections 3.1(g)(i) and 3.1(g)(ii): (A) the terms and conditions of such Robex Warrant (including the term to expiry, conditions to and manner of exercise) shall be the same as the terms and conditions as were applicable to such Robex Warrant immediately prior to the Effective Time; (B) in the case of the Robex Listed Warrants, such Robex Listed Warrant shall continue to be governed by the Robex Warrant Agency Agreement; and (C) any document evidencing such Robex Warrant immediately prior to the Effective Time shall continue to evidence such Robex Warrant, as supplemented by the notification contemplated in Section 3.1(g)(iii);

3.2 No Fractional Shares

No fractional Predictive Shares shall be issued to any Robex Securityholder pursuant to this Plan of Arrangement. Where the aggregate number of Predictive Shares to be issued to a Robex Securityholder under the Arrangement would otherwise result in a fraction of a Predictive Share being issuable, the number of Predictive Shares to be issued to such Robex Securityholder shall be rounded down to the nearest whole Predictive Share, and such Robex Securityholder shall not be entitled to any payment or other compensation in respect of such fractional Predictive Share.

3.3 Post-Effective Time Procedures

The events provided for in Section 3.1 shall be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

3.4 Adjustment of Consideration

The Consideration, the Exchange Ratio, and any other dependent item set out in this Plan of Arrangement or the Arrangement Agreement, shall be adjusted in the circumstances and in the manner described in Section 2.12 of the Arrangement Agreement, except as may otherwise be agreed in writing by the Parties.

ARTICLE 4 DISSENT RIGHTS

4.1 Dissent Rights

Each registered Robex Shareholder may exercise dissent rights with respect to the Robex Shares held by such registered Robex Shareholder in connection with this Plan of Arrangement pursuant to and in the manner set forth in Chapter XIV – Division I of the QBCA (“**Dissent Rights**”), as modified by the Interim Order, the Final Order and this Section 4.1, provided that notwithstanding Section 376 of the QBCA, the written notice of intent to exercise the right to demand the purchase of Robex Shares contemplated by Section 376 of the QBCA must be received by Robex not later than 4:00 p.m. (Montreal time) on the Business Day that is two (2) Business Days before the Robex Meeting (as it may be adjourned or postponed from time to time), and provided that such notice of intent must otherwise comply with the requirements of the QBCA. Each Dissenting Shareholder who validly exercises Dissent Rights in accordance with this Section 4.1 shall be deemed to have irrevocably assigned and transferred all Robex Shares held by such Dissenting Shareholder, to Robex free and clear of all Liens, as provided in Section 3.1(a) and if such Dissenting Shareholder:

- (a) is ultimately entitled to be paid fair value for their Robex Shares, such Dissenting Shareholder shall: (i) be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a)); (ii) be entitled to be paid the fair value of such Robex Shares by Robex in cash (with Robex’s own available funds on hand and not funds directly or indirectly provided by Predictive or Acquireco or any other affiliate of Predictive), less any applicable withholdings, which fair value, notwithstanding anything to the contrary in the QBCA, shall be determined as of the close of business on the Business Day immediately preceding the date on which the Arrangement Resolution was adopted at the Robex Meeting; and (iii) will not be entitled to any other payment or consideration, including any payment or consideration that would be payable under the Arrangement if such Dissenting Shareholder had not exercised their Dissent Rights in respect of such Robex Shares; or
- (b) is ultimately not entitled, for any reason, to be paid the fair value for their Robex Shares, such Dissenting Shareholder shall be: (i) deemed to have participated in the Arrangement as of the Effective Time on the same basis as the other Robex Shareholders who did not exercise Dissent Rights; and (ii) entitled to receive only the Consideration, as contemplated by Section 3.1(b), that such Dissenting Shareholder would have received pursuant to the Arrangement if such Dissenting Shareholder had not exercised Dissent Rights.

4.2 Recognition of Dissenting Holders

- (a) In no case shall any Party, the Depositary or any other person be required to recognize any person purporting to exercise Dissent Rights unless such person: (i) is the registered holder of the Robex Shares in respect of which such Dissent Rights are purported to be exercised; and (ii) has exercised its Dissent Rights in strict compliance with the procedures set out in Chapter XIV – Division I of the QBCA, as may be modified by the Interim Order, the Final Order and Section 4.1 hereof, and has neither withdrawn, nor been deemed to have withdrawn, such exercise of Dissent Rights.
- (b) In no case shall any Party or any other person be required to recognize any Dissenting Shareholder as a registered or beneficial holder of Robex Shares or any interest therein (other than the rights set out in Section 4.1) at or after the Effective Time, and as of the Effective Time, the names of each Dissenting Shareholder shall be removed from the

register of Robex Shareholders maintained by or on behalf of Robex in respect of the Robex Shares.

- (c) In addition to any other restrictions under the Interim Order or the QBCA, none of the following shall be entitled to exercise Dissent Rights: (i) any holder of Robex Equity Awards or Robex Warrants (in their capacity as holders of such securities); (ii) any Robex Shareholder who voted or instructed a proxyholder to vote such Robex Shareholder's Robex Shares in favour of the Arrangement Resolution or who abstained from voting on the Arrangement Resolution or who failed to exercise all the voting rights carried by the such Robex Shareholder's Robex Shares against the Arrangement Resolution; (iii) any person (including any beneficial owner of Robex Shares) who is not a registered holder of Robex Shares; and (iv) any person who has not strictly complied with the procedures for exercising Dissent Rights or who has withdrawn, or been deemed to have withdrawn, such person's exercise of Dissent Rights prior to the Effective Time.
- (d) For greater certainty and for the purposes of this Article 4, all references to Robex Shares shall be, and shall be deemed to be, references to common shares in the capital of Robex and shall exclude Robex CDIs.

ARTICLE 5

DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

- (a) Following receipt of the Final Order and in any event no later than the Business Day prior to the Effective Date, Predictive shall deliver or arrange to be delivered to the Depositary, on behalf of Acquireco, such number of Predictive Shares as are required to satisfy the aggregate Consideration payable to Robex Shareholders (other than Dissenting Shareholders), in accordance with the provisions of Section 3.1, which Predictive Shares shall be held by the Depositary in escrow as agent and nominee for such former Robex Shareholders for distribution to such former Robex Shareholders in accordance with the provisions of this Article 5.
- (b) As soon as reasonably practicable following the later of the Effective Time and the surrender to the Depositary of a Certificate that immediately prior to the Effective Time represented one or more outstanding Robex Shares that were transferred to Acquireco in accordance with Section 3.1, together with a duly completed Letter of Transmittal and such additional documents and instruments as the Depositary or Predictive may reasonably require, the former Robex Shareholder surrendering such Certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such former Robex Shareholder or make available for pick up at its offices during normal business hours, a Certificate representing the Predictive Shares that such former Robex Shareholder is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.4 and any Certificate representing such Robex Shares so surrendered shall forthwith thereafter be cancelled.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by this Section 5.1, each Certificate that immediately prior to the Effective Time represented one or more Robex Shares (other than Robex Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such Certificate is

entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.4.

5.2 Lost Certificates

If any Certificate that immediately prior to the Effective Time represented one or more outstanding Robex Shares that were transferred in accordance with Section 3.1 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former Robex Shareholder claiming such Certificate to be lost, stolen or destroyed, the Depositary shall pay and deliver in exchange for such lost, stolen or destroyed Certificate, the Consideration that such former Robex Shareholder is entitled to receive pursuant to Section 3.1 in accordance with such former Robex Shareholder's Letter of Transmittal. When authorizing such delivery of the Consideration in exchange for such lost, stolen or destroyed certificate, the former Robex Shareholder to whom the Consideration is to be delivered shall, as a condition precedent to the delivery of the Consideration, give a bond satisfactory to Predictive, Robex, Acquireco and the Depositary in such amount as Predictive, Robex, Acquireco and the Depositary may direct, or otherwise indemnify Predictive, Robex, Acquireco and the Depositary in a manner satisfactory to Predictive, Robex, Acquireco and the Depositary, against any claim that may be made against Predictive, Robex, Acquireco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be reasonably required by Predictive, Robex, Acquireco and the Depositary.

5.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Predictive Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered Certificate that, immediately prior to the Effective Time, represented outstanding Robex Shares unless and until the holder of such Certificate shall have complied with the provisions of Section 5.1 or Section 5.2. Subject to applicable Law and to withholding required pursuant to Section 5.4, at the time of such compliance, there shall, in addition to the delivery of certificates representing Predictive Shares to which such holder is thereby entitled, be delivered to such holder, without interest, (i) the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Predictive Shares and (ii) on the applicable payment date, the amount of any dividend or other distribution with a record date after the Effective Time and a payment date subsequent to the date of such compliance payable with respect to such Predictive Shares.

5.4 Withholding Rights

Predictive, Robex, Acquireco, the Depositary and their respective agents, as applicable, shall be entitled to deduct and withhold from any consideration or any other amount payable or otherwise deliverable to any Robex Shareholder or any other person under this Plan of Arrangement (including any payment to Dissenting Shareholders) such Taxes or other amounts as Predictive, Robex, Acquireco, the Depositary or any of their respective agents, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such payment under the Tax Act, the U.S. Tax Code, the Australian Tax Act or any other applicable Law in respect of Taxes, provided that no such deduction or withholding may be made with respect to the Consideration to the extent such withholding or deduction is in respect of or in connection with a foreign resident CGT amount payable to the Australian Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) except in accordance with Section 2.9(b) of the Arrangement Agreement. For the purposes hereof, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Entity by or on behalf of Predictive, Robex, Acquireco, the Depositary or any of their respective agents, as the case may be. To the extent that the

amount so required to be deducted or withheld from any payment to a Robex Shareholder exceeds the cash component, if any, of the consideration payable to such Robex Shareholder pursuant to this Plan of Arrangement, subject to the prior approval of Predictive, any of Predictive, Robex, Acquireco, the Depositary or any of their respective agents, as the case may be, are hereby authorized to sell or otherwise dispose of such portion of the Predictive Shares payable to such Robex Shareholder pursuant to Section 3.1 as is necessary to provide sufficient funds to Predictive, Robex, Acquireco, the Depositary or their respective agents, as the case may be, to enable it to comply with all applicable deduction or withholding requirements, and Predictive, Robex, Acquireco, the Depositary or their respective agents, as the case may be, shall: (a) remit the applicable portion of the net proceeds of such sale of such Predictive Shares (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Entity in satisfaction of such deduction or withholding requirement; and (b) if applicable, deliver to such Robex Shareholder any unapplied balance of the net proceeds of such sale of such Predictive Shares after making the remittance in (a). Any sale of Predictive Shares pursuant to this Section 5.4 will be made in accordance with applicable Laws and at prevailing market prices and none of Predictive, Robex, Acquireco, the Depositary or their respective agents, as the case may be, shall be under any obligation to obtain a particular price, or indemnify any former Robex Shareholder in respect of a particular price, for the Predictive Shares so sold. None of the Predictive, Robex, Acquireco, the Depositary or their respective agents, as the case may be, will be liable for any loss arising out of any sale or disposition of Predictive Shares under this Section 5.4.

5.5 Extinction of Rights

If (a) any former Robex Shareholder fails to deliver to the Depositary the Certificates, documents or instruments required to be delivered to the Depositary in accordance with Section 5.1 or Section 5.2 in order for such former Robex Shareholder to receive the Consideration which such former Robex Shareholder is entitled to receive pursuant to Section 3.1; or (b) any payment made by way of cheque (or other form of immediately available funds) by the Depositary or by Robex pursuant to the Arrangement has not been deposited or has been returned to the Depositary or Robex or otherwise remains unclaimed, in each case, on or before the date that is six (6) years after the Effective Date: (i) such former Robex Shareholder shall be deemed to have donated and forfeited to Predictive or its successors, all such Consideration held by the Depositary in trust for such former Robex Shareholder to which such former Robex Shareholder is entitled under this Plan of Arrangement, in each case, together with all entitlements to any dividends or distributions thereon; (ii) any payment made by way of cheque (or other form of immediately available funds) and any other right or claim to payment hereunder that remains outstanding shall cease to represent a right or claim of any kind or nature and shall be deemed to have been surrendered to Predictive and shall be paid over by the Depositary to Predictive or as directed by Predictive; (iii) any Certificate representing Robex Shares formerly held by such former Robex Shareholder shall cease to represent a right or claim of any kind or nature; (iv) the Predictive Shares which such former Robex Shareholder was entitled to receive shall be transferred to Predictive and cancelled without any repayment of capital in respect thereof, and any Certificates representing such Predictive Shares shall be delivered by the Depositary to Predictive for cancellation and the interest of such former Robex Shareholder in such Predictive Shares (and any dividends or distributions thereon) shall be terminated. None of Robex, Predictive, Acquireco or any of their respective successors, shall be liable to any person in respect of any Consideration (including any Consideration previously held by the Depositary in trust for any such former Robex Shareholder) which is forfeited to Predictive or Robex or delivered to any public official pursuant to any applicable abandoned property, escheat or similar Law.

5.6 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any and all Liens and other claims of third parties of any kind.

5.7 Illegality of Delivery of Predictive Shares

Notwithstanding any other provision of this Plan of Arrangement, if Predictive determines that it would be contrary to any applicable Law to issue or deliver the Predictive Shares pursuant to the Arrangement to any former Robex Shareholder that is not a resident in Canada, the United States or Australia: (a) the Predictive Shares that otherwise would be issued to such former Robex Shareholder pursuant to Section 3.1 may, at Predictive's direction, be delivered to the Depositary or another nominee appointed by Predictive (a "**Sale Agent**") acting as agent for such former Robex Shareholder; and (b) such Predictive Shares so delivered to the Depositary or the Sale Agent, as applicable, will be sold on behalf of such former Robex Shareholder as soon as practicable after the Effective Date in the normal course of trading on the ASX, on such dates and at such prices as the Depositary or the Sale Agent, as applicable, determines in its discretion as agent for such former Robex Shareholder. Each such former Robex Shareholder shall be entitled to receive their pro rata portion of the aggregate proceeds of the sale of Predictive Shares pursuant to this Section 5.7 (less any applicable brokerage fees, selling costs, charges, after withholding or deducting any applicable Taxes and subject to rounding to the nearest whole cent and any applicable foreign exchange conversion), which pro rata portion shall be determined based on the number of Predictive Shares that such former Robex Shareholder would otherwise be entitled to receive pursuant to Section 3.1 relative to the total number of Predictive Shares sold by the Depositary or Sale Agent, as applicable, at the relevant time. Any payment to a former Robex Shareholder pursuant to this Section 5.7 will be remitted to such person in the same manner as any other cash payments pursuant to this Article 5. None of Predictive, Robex, Acquireco, the Depositary, the Sale Agent or any other person will be liable for any loss arising out of or in connection with any sales of Predictive Shares pursuant to this Section 5.7. For all tax purposes, such person shall be treated as receiving such Predictive Shares on the Effective Date and then selling such Predictive Shares on the ASX after the Effective Date.

5.8 Interest

Under no circumstances shall interest accrue or be paid by Predictive, Robex, Acquireco, the Depositary or any other person to former Robex Shareholders depositing Certificates pursuant to this Plan of Arrangement in respect of Robex Shares, regardless of any delay in making any payment or delivery of consideration contemplated hereunder.

ARTICLE 6 AMENDMENTS

6.1 Amendments to Plan of Arrangement

- (a) Predictive and Robex may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by Predictive and Robex, each acting reasonably; (iii) filed with the Court and, if made following the Robex Meeting, approved by the Court; and (iv) communicated to Robex Shareholders if and as required by the Court.
- (b) Subject to the provisions of the Interim Order, any amendment, modification and/or supplement to this Plan of Arrangement may be made by Robex or Predictive at any time prior to the Robex Meeting provided that Predictive and Robex, each acting reasonably, shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the Robex Shareholders voting at the Robex Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

- (c) Robex and Predictive may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Robex Meeting and prior to the Effective Time with the approval of the Court, and, if and only if: (i) it is agreed to in writing by Predictive and Robex, each acting reasonably; and (ii) if required by the Court, it is approved to by some or all of the Robex Shareholders voting in the manner directed by the Court.
- (d) Notwithstanding anything to the contrary contained herein, Robex and Predictive may amend, modify and/or supplement this Plan of Arrangement without the approval of the Court, the Robex Shareholders or any other persons, provided that each such amendment, modification and/or supplement (i) must be set out in writing, (ii) must concern a matter which, in the reasonable opinion of each of Robex and Predictive, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement; and (iii) is not materially adverse to the economic interests of any Robex Shareholders, and (iv) need not be filed with the Court or communicated to Robex Shareholders.

6.2 Withdrawal

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 7 FURTHER ASSURANCES

7.1 Further Assurances

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

ARTICLE 8 U.S. SECURITIES LAW MATTERS

8.1 U.S. Securities Law Matters

Notwithstanding any provision herein to the contrary, the Parties agree that this Plan of Arrangement will be carried out with the intention that all Predictive Shares to be issued and distributed pursuant to this Plan of Arrangement will be issued and exchanged in reliance on the Section 3(a)(10) Exemption and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement.

ARTICLE 9 PARAMOUNTCY

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Robex Shares, Robex Warrants and Robex Equity Awards issued prior to the Effective Time; (b) the rights and obligations of registered and beneficial holders of Robex Shares (including Dissenting Shareholders), Robex Warrants, Robex Equity Awards and Robex, Predictive, Acquireco, the Depositary and any trustee, registrar, depositary or transfer agent for the Robex Shares or Robex Warrants or Robex Equity Awards shall be solely as provided for in this Plan of Arrangement; and (b) all actions, causes of

action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Robex Shares, Robex Warrants and Robex Equity Awards shall be deemed to have been settled, discharged, compromised, released and determined without liability except as set forth herein.