AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "**Agreement")** is entered into as of the 24th day of September 24, 2021 by and between Bexar Ventures Inc., a British Columbia corporation, Bexar Ventures Delaware Subco Inc., a Delaware corporation ("**Delaware Subco**"), and Immutable Holdings Inc., a Delaware corporation ("**Immutable**").

RECITALS

WHEREAS the merger of Delaware Subco with Immutable has been authorized by all necessary corporate action pursuant to the provisions of the Delaware General Corporation Law ("**DGCL**");

AND WHEREAS the merger is intended to qualify as a tax-deferred reorganization under Section 368(a) of the U.S. Internal Revenue Code, as amended.

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Merger. At the Effective Time (as defined in Section 8 hereof), pursuant to the provisions of the DGCL, Delaware Subco shall merge with and into Immutable (the "**Merger**").

2. Surviving Corporation. Immutable shall be the surviving corporation (the "**Surviving Corporation**") in the Merger and shall continue as a corporation organized and existing pursuant to the laws of the State of Delaware under the name "Immutable Holdings Inc." The separate corporate existence of Delaware Subco shall cease upon the effectiveness of the Merger pursuant to the provisions of the DGCL.

3. The Surviving Corporation shall, from and after the Effective Time, as the surviving corporation in the Merger, possess all of the rights, privileges, immunities, powers and purposes of Delaware Subco, and all of the property (real, personal and intangible), causes of action and every other asset of Delaware Subco shall vest in the Surviving Corporation, and the Surviving Corporation shall assume all of the obligations and liabilities of US Subco, all without further act or deed.

4. Organizational Documents. The bylaws of Immutable, as in effect immediately prior to the Merger, shall be those of the Surviving Corporation, and are not amended in any respect by this Agreement. The restated certificate of incorporation of the Surviving Corporation in effect as of the Effective Time, as amended pursuant to the Certificate of Merger shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

5. Directors and Officers. The board of directors and officers of Immutable immediately prior to the Merger shall be the board of directors and officers, respectively, of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified in accordance with applicable law and the certificate of incorporation and bylaws of the Surviving Corporation.

6. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Delaware Subco or Immutable or the holders of common shares of Immutable:

    a. each issued and outstanding common share of Immutable (each, an "**Immutable Share**") held by holders of Immutable Shares who are non-U.S. residents shall be exchanged for 84.3537415 subordinate voting shares (each, a "**Subordinate Voting Share**") of Bexar

Ventures Inc., a company existing under the provisions of the *Business Corporations Act* (British Columbia) ("**Bexar**"), (ii) each issued and outstanding Immutable Share held by holders of Immutable Shares who are U.S. residents shall be exchanged for 0.08435374 of one multiple voting share (each, a "**Multiple Voting Share**") of Bexar, and (iii) thereafter the Immutable Shares shall be cancelled without any repayment in respect thereof. To the extent that any exchange of securities of Immutable would result in a right to a fraction of a Subordinate Voting Share, the number of Subordinate Voting Shares issued to each holder of Immutable Shares shall be rounded down to the next lesser whole number of Subordinate Voting Shares without any payment in respect of such fractional Subordinate Voting Share. To the extent that any exchange of securities of Immutable would result in a right to a fraction of a Multiple Voting Share, such fractional Multiple Voting Share shall be issued.

b. the Parties understand that the Multiple Voting Shares are convertible into Subordinate Voting Shares in accordance with and on the conversion ratio established in the articles of Bexar. In the event that the Multiple Voting Shares are converted, whether pursuant to a voluntary or mandatory conversion, as applicable, under the articles of Bexar, no fractional Subordinate Voting Shares shall be issued upon such conversion and the number of Subordinate Voting Shares to be issued shall be rounded down to the nearest whole Subordinate Voting Shares. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Multiple Voting Shares, the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

c. each common share of Delaware Subco issued and outstanding immediately prior to the Effective Time, shall be converted into and become one validly issued, fully paid and non-assessable common share of the Surviving Corporation and shall constitute the only outstanding common shares of the Surviving Corporation.

7. At any time before the Effective Time, Delaware Subco or Immutable may, for any reason whatsoever, terminate this Agreement and abandon the Merger. In the event of the termination of this Agreement, this Agreement shall become void and of no effect, without any liability on the part of either of the constituent corporations.

8. The Merger shall be effective as of the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "**Effective Time**").

9. The officers of Delaware Subco and Immutable are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents, which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or the Merger.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date and year first above written.

IMMUTABLE HOLDINGS INC.

By: (signed) "*Jordan Fried*"
Name: Jordan Fried
Title: Chairman

BEXAR VENTURES INC.

By: (signed) "*Vincent Wong*"
Name: Vincent Wong
Title: Chief Executive Officer

BEXAR VENTURES DELAWARE SUBCO INC.

By: (signed) "*Vincent Wong*"
Name: Vincent Wong
Title: Chief Executive Officer