FORM 49
[RULE 13.19]

CLERK OF THE COURT
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CALGARY, ALBERTA

COURT FILE NUMBER	25 – 2172984
ESTATE NUMBER	25 – 2172984
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, C. B-3, AS AMENDED
	AND IN THE MATTER OF MICROPLANET TECHNOLOGY CORP.
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 – 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Alexis Teasdale Telephone No.: (403) 298-3067 Fax No.: (403) 265-7219 Client File No.: 55088.16

AFFIDAVIT NO. 3 OF WOLFGANG STRUSS

Sworn on December 21, 2016.

I, Wolfgang Struss, of Redmond, Washington, Businessman, SWEAR AND SAY THAT:

1. I am the President, CEO, and sole director of MicroPlanet Technology Corp. ("**MTC**" or the "**Company**"). I am also President, CEO, and sole director of MTC's wholly-owned US subsidiary, MicroPlanet, Inc. ("**MI**"). As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.

2. I swear this Affidavit in addition to two other Affidavits I have sworn in this matter on December 5, 2016, (the "**Struss Affidavit No. 1**") and December 14, 2016 (the "**Struss Affidavit No. 2**"), in order to respond to the letter dated December 12, 2016 and submitted to the email service list by Myron Tétreault on the same date (the "**Tétreault Letter**"), and the affidavit of Brett Ironside sworn on December 13, 2016 and filed on December 14, 2016 (the "**Ironside Affidavit**"), and to provide an update on the correspondence between certain parties interested in these proceedings.

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3. All capitalized terms not otherwise defined in this Affidavit shall bear the meaning given to them in the Struss Affidavit No. 1.

The Dominion Letters of Intent

4. At the Reconvened Meeting, Mr. Tétreault referred to an offer made for MTC. In fact, as I stated at the Reconvened Meeting, the offer, made by Dominion Voltage, Inc. ("**Dominion**"), was for the assets of MI only. The Tétreault Letter also refers to an offer from Dominion for $1.5 million paragraphs 3, 4, 5, and 8. The Ironside Affidavit references a prior offer received for the Company, which I assume to be a reference to the offer from Dominion. I am swearing this Affidavit, in part, to respond to the statements made by Mr. Tétreault and Mr. Ironside about MTC's and MI's negotiations with Dominion.

5. I deposed in the Struss Affidavit No. 1 that Dominion issued a letter of intent in mid-November 2014. A true copy of that letter of intent dated November 17, 2014 (the "**First LOI**") is attached hereto and marked as **Exhibit "1"**. In reviewing MI's records for the purposes of responding to the Tétreault Letter and the Ironside Affidavit, I was reminded that a further letter of intent was issued by Dominion in mid-December 2014. A true copy of this second non-binding letter of intent from Dominion to MI dated December 19, 2014 (the "**Second LOI**") is attached hereto and marked as **Exhibit "2"** (the First LOI and the Second LOI are collectively referred to hereinafter as the "**Dominion LOIs**").

6. Both of the Dominion LOIs reference a mutual confidentiality agreement entered into by Dominion and MI dated December 12, 2013 (the "**Confidentiality Agreement**"). A copy of the Confidentiality Agreement is attached hereto and marked as **Exhibit "3"**.

7. The Confidentiality Agreement governs the obligations of the parties thereto with respect to confidential or proprietary information in furtherance of a potential relationship or transaction, and expressly governs, among other things, the disclosure and protection of, and access to, Confidential Information, as defined therein, as well as disclosure relating to any potential transaction between Dominion and MI. Pursuant to clause 10 of the Confidentiality Agreement, the obligations of the parties respecting the disclosure of a potential transaction appear to have terminated on December 12, 2016, three years from the latest possible Effective Date, as defined in the Confidentiality Agreement.

8. The First LOI expressly states it is non-binding, except for terms relating to exclusivity, limited representations and warranties, governing law, and binding effect. The First LOI also expressly provides that it is not an offer to purchase or sell any assets of MI, and is subject to a number of significant conditions precedent, including but not limited to the following:

   (a) that 10 employees of MI, including MI's principal technologists Greg Wiegand and Dave Baretich, enter into employment or consulting arrangements with Dominion;

   (b) that all noteholders convert their notes into equity – to the best of my knowledge, this is a reference to the Noteholders, as defined in the Struss Affidavit No. 1, and I am informed by my review of the Interim 2014 Financials that Notes in the principal amount of $2,794,000 were outstanding as at the date of the Second LOI;

   (c) that all material trade creditors be paid off at closing; and

(d) that Dominion be entitled to perform further due diligence.

9. The First LOI also contemplated a purchase price of USD $1.25 million, together with an "earnout" clause, providing that 3% of all revenues earned in the 5 years following closing would be paid to MI.

10. As explained in the Struss Affidavit No. 1, the First LOI was seen as inadequate by MI and MTC because, at the time, the focus was on attempting to deliver value to MTC's shareholders. That focus has since changed due to the circumstances outlined in paragraphs 16 to 29 of the Struss Affidavit No. 1. The inadequacy of the proposal represented by the First LOI was communicated to Dominion. The First LOI was never signed by MI, and appears to have terminated in accordance with its own terms on December 1, 2014.

11. Subsequently, Dominion submitted the Second LOI to MI. It was nearly identical to the First LOI, and was subject to all of the same conditions precedent as the First LOI. The only substantive difference between the First LOI and the Second LOI was the purchase price. The purchase price referenced in the Second LOI was for a base amount of USD $2 million plus expanded "earnout" provisions, specifically an earnout of 3% of revenues earned in the 7 years following closing, and a further earnout, which was contingent on Dominion entering into a research and development contract with Origin Energy and making in excess of $2.5 million on product sales to Origin Energy. The Origin Energy earnout could be terminated if Dominion determined the Origin Energy opportunity was not aligned with its business interest. MI never executed the Second LOI.

12. Although the consideration offered for MI's assets in the Dominion LOIs appears significant, MI's assets are of minimal value without the trade secrets and proprietary knowledge held by MI's employees, and in particular, Greg Wiegand, the Chief Technology Officer, and Dave Baretich, the Vice President of Research and Development.

13. To my knowledge, the value of the trade secrets and proprietary knowledge held by Mr. Wiegand and Mr. Baretich was the reason why both Dominion LOIs included a condition requiring a number of key MI employees, including Mr. Wiegand and Mr. Baretich, to enter into employment or consulting agreements with Dominion, which were to include customary non-solicitation and non-competition agreements. I was informed by both Mr. Wiegand and Mr. Baretich in January 2015 that neither of them were willing to enter into employment or consulting arrangements with Dominion, such that the condition precedent in paragraph (v) of the Second LOI could not have been met.

14. I also believe the condition precedent of converting the Notes into equity would never have been met, given my own attempt to carry out a debt to equity conversion in 2015 and 2016. MTC and MI simply do not have the resources to complete such a process, nor is there any evidence that all of the Noteholders would have agreed to convert their debt to equity.

15. Nothing material occurred with respect to the Second LOI until early January 2015, in part due to the Christmas holidays. In early January 2015, I accepted Dominion's suggestion to attend the Distributech trade show in San Diego to meet with them and continue negotiations. I met with the Dominion team in late January, but both sides maintained their respective positions during that meeting, and negotiations reached an impasse. Specifically, Dominion did not believe MI could raise capital to continue day-to-day

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operations and survive as a going concern, while MI believed it could, and each party approached the negotiations from these opposing points of view.

16. In late February, management of both MTC and MI, with the approval of their respective Boards of Directors, decided to make one last attempt at presenting a potentially mutually beneficial option to Dominion. In accordance with that decision, MI sent a counter-proposal to Dominion, dated February 23, 2015 (the "**Counter-Proposal**"). A copy of the Counter-Proposal is attached hereto and marked as **Exhibit "4"**.

17. In response to the Counter-Proposal, Dominion informed MTC's then Chairman of the Board of MI, Joe Tanner, by telephone that no further proposal would be forthcoming from Dominion. Without a counter-proposal from Dominion, the negotiations were at a standstill and there was no further realistic opportunity for a productive negotiation.

18. I was present, in my capacity as President and CEO of MTC, at a Board Meeting in or about February 2015 at which the Board of Directors of MTC and the Board of Directors of MI resolved not to pursue the opportunity with Dominion.

19. I was recently informed by Mr. Wiegand and Mr. Baretich that their position regarding employment with Dominion has not changed. While both of these individuals have expressed to me a willingness to continue with MI should the Amended Amended Proposal be approved by this Court, both have informed me that even if Dominion's offer were revived, they would be unwilling to consider entering into an employment or consulting agreement with Dominion. Without these two individuals, the MI assets are worth nothing more than liquidation value. For this reason, I do not believe a further agreement with Dominion is possible.

Offers from MI's Competitors

20. At paragraph 11(d)(iv) of the Ironside Affidavit, Mr. Ironside deposes that there has been no discussion of MI's competitors or their interest in the technology developed by MI. Unlike Mr. Ironside, I have not been approached by MI's competitors with any expressions of interest in MI's technology.

MI's Current Purchase Orders

21. In the Ironside Affidavit, Mr. Ironside deposes that MI has "significant orders" and that he believes "there are larger orders with strategic timing" that were not disclosed. This is incorrect. MI's only purchase orders – the SAPN Purchase Order and the ERDF Purchase Order – were referenced in the Report of Trustee on Proposal dated October 4, 2016, and are described in and attached as Exhibits "22" and "23" to the Struss Affidavit No. 1. MI has no other current or prospective orders, nor have there been any discussions with MI's historical customers regarding future orders, contrary to what Mr. Ironside suggests.

22. The SAPN Purchase Order has a value of USD $219,334 (AUD $303,450 multiplied by the conversion rate of 0.7228 in effect at the time the SAPN Purchase Order was issued in May, 2016), and is subject to the August Security Agreement in favour of EVI. The ERDF Purchase Order has a face value of USD $18,985. The expected gross margin on both Purchase Orders is approximately USD $83,000 before overhead and other costs.

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Mr. Ironside's Employment Claim

23. In the Ironside Affidavit, Mr. Ironside suggests that his claim against MTC for unpaid compensation and unpaid expenses (the "**Ironside Employment Claim**") is uncontested. In fact, MTC defended the Ironside Employment Claim on a number of grounds. A true copy of MTC's filed Statement of Defence to the Ironside Employment Claim is attached hereto and marked as **Exhibit "5"**.

24. As noted at paragraphs 13 to 16 of Exhibit "5", Mr. Ironside failed to perform his duties under the alleged employment agreement with MTC. Attached hereto and marked as **Exhibit "6"** is a performance review that was completed by Joe Tanner, who succeeded Mr. Ironside as CEO of MTC, which evidences Mr. Ironside's failure to carry out the goals and objectives of his employment under the alleged employment agreement.

25. Based on advice provided by MTC's counsel, the Proposal Trustee indicated at paragraph 12(b) of the Supplemental Report to the Report of Trustee on Proposal that Mr. Ironside had filed the Ironside Employment Claim but had taken no further steps. I wish to clarify the information provided to Proposal Trustee and confirm that, while Mr. Ironside has taken the procedural steps described in the following paragraph, these steps have not substantively advanced the Ironside Employment Claim against MTC.

26. Specifically, I am informed by Alexis Teasdale of Bennett Jones LLP that Mr. Ironside served an Affidavit of Records in the Ironside Employment Claim in about April 2016. Further, on or about December 2, 2016, I was informed by one of MTC's former directors, Alan Richardson, that he was served with the Statement of Claim relating to the Ironside Employment Claim.

The Impact of Delay in Approval of the Amended Amended Proposal

27. I have been in constant contact with the investors behind EVI, who are providing the funds to establish the Proposal Fund described in the Amended Amended Proposal. Based on my discussions with those investors, I believe that the longer MTC's application to approve the Amended Amended Proposal is delayed, the more likely it is that these investors will be unwilling to fund the Amended Amended Proposal.

Correspondence with Mr. Ironside and his Counsel

28. Subsequent to the correspondence described in paragraphs 62 to 66 of the Struss Affidavit No. 1, further correspondence relating to MTC's proposal proceedings has been exchanged between Mr. Ironside, his counsel, MTC's counsel, and Mr. Smith, as described in the following paragraphs.

29. As evidenced by the email exchange attached hereto and marked as **Exhibit "7"**, on December 4, 2016, Ms. Teasdale sent an email to Mr. Mann and Ms. Naveed at Dentons Canada LLP ("**Dentons**") to ask whether Mr. Ironside had changed counsel. On December 5, 2016, Mr. Ironside confirmed that Dentons still represented him and provided a new address for service of further materials.

30. I am informed by Wayne Smith, the sole director and officer of the Proposal Sponsor, that Mr. Ironside called him on December 2, 2016 and asked to be paid USD $48,000 to

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Mr. Ironside in exchange for Mr. Ironside not opposing MTC's application for approval of the Amended Amended Proposal. Mr. Smith is not a director or officer of MTC and had no authority to act on behalf of MTC. Mr. Ironside emailed Mr. Smith on December 8, 2016, asking him to respond to his offer by December 9, 2016, failing which he and Mr. Tétreault would prepare materials in opposition to MTC's application for approval of the Amended Amended Proposal. Mr. Smith declined to pay Mr. Ironside. Mr. Smith's response was not authorized by MTC. A true copy of the email exchange between Mr. Smith and Mr. Ironside is attached hereto and marked as **Exhibit "8"**.

31. On December 9, 2016, Ms. Teasdale called and emailed Mr. Mann to ask if he was instructed to appear at or file materials for MTC's application for approval of the Amended Amended Proposal, and whether he wished to question Mr. Struss or Mr. Smith on their respective Affidavits. Mr. Mann stated he was seeking instructions. A true copy of the email exchange between Ms. Teasdale and Mr. Mann on December 9, 2016 is attached hereto and marked as **Exhibit "9"**.

32. On December 12, 2016, Mr. Ironside emailed Ms. Teasdale's legal assistant and asked how to put a letter he had prepared before the Court. Ms. Teasdale responded and directed Mr. Ironside to his counsel. A true copy of the email exchange between Mr. Ironside, Ms. Teasdale and Mr. Mann is attached hereto and marked as **Exhibit "10"**.

33. On December 13, 2016, Mr. Ironside's counsel sent the Ironside Affidavit to the Service List and the Court. A true copy of Dentons' letter to the Court and the Service List is attached hereto and marked as **Exhibit "11"**.

34. On December 14, 2016, Mr. Ironside's counsel consented to the adjournment of MTC's application to approve the Amended Amended Proposal, as evidenced by the email exchange attached hereto and marked as **Exhibit "12"**.

35. On December 19, 2016, Ms. Teasdale sent a letter to Mr. Ironside's counsel regarding certain statements made in the Ironside Affidavit and the service of further materials in the within proceedings. A true copy of Ms. Teasdale's letter to Mr. Ironside's counsel dated December 19, 2016 is attached hereto and marked as **Exhibit "13"**.

Conclusion

36. I make this Affidavit for the reasons set out in paragraph 2 of this Affidavit and for no other or improper purpose.

SWORN BEFORE ME)
at Redmond, Washington, USA, this 21st)
day of December, 2016)
)
)
Notary Public in and for the State of) WOLFGANG STRUSS
Washington)
)

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Wolfgang Struss

This is Exhibit " 1 *" to the Affidavit of*
Wolfgang Struss
Sworn before me this 21ST *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Mary C. Doswell
Senior Vice President
Alternative Energy Solutions

Dominion Resources Services, Inc.
120 Tredegar Street, Richmond, VA 23219
Phone: 804-819-2070, Fax: 804-819-2259

Mailing Address: P.O. Box 26532
Richmond, VA 23261

November 17, 2014

CONFIDENTIAL

Via Email

Joseph Tanner
Chairman
MicroPlanet, Inc.
15530 Woodinville-Redmond Rd. N.E.
Suite 100
Woodinville, WA 98072

Wolfgang Struss
President and CEO
MicroPlanet, Inc.
15530 Woodinville-Redmond Rd. N.E.
Suite 100
Woodinville, WA 98072

Letter of Intent in Contemplation of an Acquisition of Substantially all of the Assets of MicroPlanet, Inc.

Dear Mr. Tanner:

Pursuant to our discussions governed by the mutual non-disclosure agreement entered into by the Parties dated December 12, 2013 (the "**NDA**"), Dominion Voltage, Inc. ("**Purchaser**") hereby submits this non-binding (except as noted below) letter of intent regarding a potential acquisition of substantially all of the assets of MicroPlanet, Inc. (the "**Company**"), including, but not limited to, all of its patents, copyrights, and other intellectual property (the "**Proposed Transaction**"). Purchaser and Company each may be referred to herein as a "Party" and collectively as "Parties."

The terms and conditions set forth below are the terms and conditions currently under discussion among the Parties with respect to the Proposed Transaction; however, only the terms and provisions specified in the "Binding Effect" paragraph below are binding, legal obligations of the Parties. No other legally binding obligations will be created, implied, or inferred until definitive legal documentation is finally negotiated and executed and delivered by each Party.

(i) *Identity of Purchaser*- Purchaser or its affiliate (the "**Purchaser**")

(ii) *Type of Transaction* – Acquisition of substantially all of the assets used, or held for use, in connection with the Company's business, including, but not limited to, all of its patents, copyrights, and other intellectual property.

(iii) *Purchase Price* - $1,250,000 at closing plus 3% of all revenues (paid semi-annually) during the 5-year period after the closing (the "**Earnout**"). The Earnout will not exceed $2,000,000.

(iv) *Earnout Mechanics* –

(a) Sale of Assets: If Purchaser sells substantially all of its assets, Purchaser may assign the Earnout obligation to such buyer so long as such buyer expressly assumes

the Earnout obligation. Upon any such assignment and assumption, Seller shall be released from the Earnout obligation.

(b) Purchaser may set off damages suffered by Purchaser as a result of any breach of Seller's representations and warranties against required Earnout payments.

(v) *Employees/Contractors*: As a condition to closing and at the sole discretion of the Purchaser the individuals set forth on Schedule A must enter into employment/consulting arrangements (including customary non-solicitation and non-competition agreements) with Purchaser.

(vi) *Noteholder Consent and Other Approvals* – As a condition to closing, all of the noteholders must convert their notes into equity, and all other material trade creditors must be paid off at closing and sign customary payoff letters in a form approved by Purchaser.

(vii) *Due Diligence* -

(a) At this time, Purchaser has not completed the due diligence it requires to achieve necessary approvals to consummate the Proposed Transaction. Purchaser will endeavor to complete its due diligence and sign a definitive agreement for the Proposed Transaction on or before January 31, 2015.

(b) In furtherance of its due diligence, the Company shall continue to promptly provide Purchaser with all information reasonably requested by Purchaser in its evaluation of the Company and the Proposed Transaction.

(viii) *Conditions and Approvals* – Any binding agreement between the Parties will require Purchaser's management approval and negotiation and execution of a definitive agreement between *the* Parties.

(ix) *Exclusivity; Publicity* – In consideration of the significant time and expense Purchaser is willing to dedicate to conducting due diligence in furtherance of the Proposed Transaction, for a period of seventy-five (75) days after the date on which you sign below (the "**Exclusivity Period**"), the Company shall not, directly or indirectly (including through any affiliate, employee, officer, director, shareholder, partner, member, trustee, agent or any other person acting on its behalf or at its direction): (i) negotiate or have any discussions with any other party, or solicit or accept any offer from any other person, concerning a financing of the Company or its affiliates, or a possible sale of all or any portion of the Company's or any of its affiliates' respective assets or securities (debt or equity), whether structured in the form of a sale of assets, a license of intellectual property, a sale or issuance of stock, or a merger, consolidation, recapitalization, business combination, loan or otherwise (collectively, a "**Strategic Transaction**"); or (ii) provide to any other person any information concerning the Company and its affiliates, its assets or business (other than to the extent that such information is routinely provided to such other persons in the ordinary course of business consistent with past practice, so long as the Company has no reason to believe such information may be utilized to evaluate a possible transaction of the type described above). The Company further covenants and agrees to promptly notify Purchaser of any inquiries from any other person or

entity indicating or suggesting an interest in a Strategic Transaction described above (which notification shall include the identity of the acquiring party and the nature of the inquiry). During the Exclusivity Period, the Company will work exclusively with Purchaser to consummate the Proposed Transaction.

In addition, the Company shall not, and shall cause its affiliates not to, disclose the identity or interest of Purchaser to any third parties (other than governmental authorities and the shareholders of the Company, provided that any breach of this provision by the Company's shareholders will be deemed a breach by the Company) until the earlier to occur of (i) one year from the date hereof and (ii) receipt of a written confirmation that Purchaser no longer is interested in pursuing the Proposed Transaction.

(x) *Representations and Warranties* – Each Party hereby represents and warrants to the other that this letter of intent has been duly authorized by all necessary corporate action, and upon its execution and delivery in accordance with the provisions hereof, the binding provisions of this letter of intent (as noted below) will constitute its legal, valid, and binding agreement, enforceable against it according to the terms hereof (except as may be limited by bankruptcy or similar laws).

(xi) *Governing Law* – This letter of intent and all matters arising from or relating hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of law principles thereof.

(xii) *Binding Effect* – Notwithstanding anything to the contrary contained herein, except for the provisions of paragraphs (vii)(b), (ix), (x), (xi), and this paragraph (xii), which are intended to be legally binding, this letter is a non-binding letter of intent between the Parties, and does not constitute an offer to purchase or sell any assets of the Company. Except with respect to the provisions of paragraphs (vii)(b), (ix), (x), (xi), and this paragraph (xii), no Party may be held liable hereunder and this letter of intent does not impose any obligation on any Party to negotiate a definitive agreement or to consummate the Proposed Transaction. This paragraph supersedes all other conflicting language.

Termination—Unless otherwise executed by the Seller prior to Monday, December 1, 2014 at 5:00 pm eastern standard time Purchaser's offer regarding the Proposed Transaction shall terminate.

(xiii) *Contact Details*

Carlos M. Brown
Director, Business Development Alternative Energy Solutions
Dominion Resources Services, Inc.
120 Tredegar Street
Richmond, VA 23219
(804) 819-2690
Carlos.M.Brown@dom.com

We look forward to your response and continuing discussions regarding the Proposed Transaction. Please feel free to contact Carlos M. Brown at (804) 819-2690 so that we can discuss next steps.

Sincerely,

Mary C. Doswell

Mary C. Doswell

AGREED AND ACCEPTED

MicroPlanet, Inc.

By: _____
Name:
Title:
Date:

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Schedule A

Greg Wiegand	CTO
Mike Walls	Mechanical Engineer
Dan Lennon	VP Prod Dev & Mfg
Orris Dent	Analog Design
Scott Blum	Assembler
Gilbert Mark Guimaraes	Design Test Engineer
Emilio Fonzo	F/W & Digital Design EE
Chris Kooser	Field Service & Electrical Compliance
Delani Pruitt	Docs/Quality Process
Dave Baretich	VP R&D

Wolfgang Struss

This is Exhibit " 2 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21st *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

December 19, 2014

CONFIDENTIAL

Via Email

Joseph Tanner
President and CEO
MicroPlanet, Inc.
15530 Woodinville-Redmond Rd. N.E.
Suite 100
Woodinville, WA 98072

Letter of Intent in Contemplation of an Acquisition of Substantially all of the Assets of MicroPlanet, Inc.

Dear Mr. Tanner:

Pursuant to our discussions governed by the mutual non-disclosure agreement entered into by the Parties dated December 12, 2013 (the "**NDA**"), Dominion Voltage, Inc. ("**Investigator**") hereby submits this non-binding (except as noted below) letter of intent regarding a potential acquisition of substantially all of the assets of MicroPlanet, Inc. (the "**Company**"), including, but not limited to, all of its patents, copyrights, and other intellectual property (the "**Proposed Transaction**") . Investigator and Company each may be referred to herein as a "Party" and collectively as "Parties."

The terms and conditions set forth below are the terms and conditions currently under discussion among the Parties with respect to the Proposed Transaction; however, only the terms and provisions specified in the "Binding Effect" paragraph below are binding, legal obligations of the Parties. No other legally binding obligations will be created, implied, or inferred until definitive legal documentation is finally negotiated and executed and delivered by each Party.

(i) *Identity of Purchaser*- Investigator or its affiliate (the "**Purchaser**")

(ii) *Type of Transaction* -- Acquisition of substantially all of the assets used, or held for use, in connection with the Company's business, including, but not limited to, all of its patents, copyrights, and other intellectual property.

(iii) *Purchase Price* - $2,000,000 USD at closing plus 3% of all revenues (paid semi-annually) during the 7-year period after the closing (the "**General Earnout**"). In addition if DVI and Origin execute the Origin R&D contract within 6 months from the date of execution of a definitive purchase and sale agreement between the Parties (the "Origin Pursuit Period"), then DVI shall pay Seller an additional 2% annual earnout on all MicroPlanet Origin product sales revenues (for the avoidance of doubt product sales revenues do **not** include payments made for the sole purpose of funding research and development) during the General Earnout period after such revenues cumulatively equal or exceed $2,500,000 USD (the "Origin Earnout") Such payment shall be calculated including all MicroPlanet Origin product sales revenues received, including the first dollar of the $2,500,000 USD threshold.

DVI shall dedicate up to one full time equivalent (FTE) during the Origin Pursuit Period for purposes of pursuing the Origin R&D contract.

If in any event DVI is unable to execute the Origin R&D contract with Origin prior to the end of the Origin Pursuit Period, DVI shall be relieved of all obligations under the Origin Earnout. ,

Notwithstanding any of the foregoing, DVI reserves the right to terminate its pursuit of the Origin opportunity at any point it determines that the opportunuity is not aligned with its business interest.

Prior to the execution of a definitive purchase and sale agreement this offer is subject to DVI completing such additional due diligence as it deems necessary in its sole discretion.

(iv) *Earnout Mechanics* –

(a) Sale of Assets: If Purchaser sells substantially all of its assets, Purchaser may assign the Earnout obligation to such buyer so long as such buyer expressly assumes the Earnout obligation. Upon any such assignment and assumption, Purchaser shall be released from the Earnout obligation.

(b) Termination of Earnout – If, upon the earlier to occur of (i) Purchaser investing $9,000,000 USD in the business (including purchase price paid at closing, Earnout payments, and GAAP operating and maintenance expenses after the closing) and (ii) the 3-year anniversary of the closing, Purchaser has not achieved the cumulative revenue targets implied by the Company's financial model (as more specifically defined in any definitive documents), then Purchaser may choose to terminate the Earnout without any further obligation to the Company (other than for Earnout payments accruing before such time). Additionally, Purchaser may terminate the Earnout at any time (at its sole option) upon payment of an amount equal to (x) $5,000,000 USD minus (y) the sum of all prior Earnout Payments.

(c) Purchaser may set off damages suffered by Purchaser as a result of any breach of the Company's representations and warranties against required Earnout payments.

(v) *Employees/Contractors*: As a condition to closing, the individuals set forth on Schedule A must enter into employment/consulting arrangements (including customary non-solicitation and non-competition agreements) with Purchaser.

(vi) *Noteholder Consent and Other Approvals* – As a condition to closing, all of the noteholders must convert their notes into equity, and all other material trade creditors must be paid off at closing and sign customary payoff letters in a form approved by Purchaser.

(vii) *Due Diligence* -

(a) At this time, Investigator has not completed the due diligence it requires to achieve necessary approvals to consummate the Proposed Transaction. Investigator

will endeavor to complete its due diligence and sign a definitive agreement for the Proposed Transaction on or before [_____].

(b) In furtherance of its due diligence, the Company shall continue to promptly provide Investigator with all information reasonably requested by Investigator in its evaluation of the Company and the Proposed Transaction.

(viii) *Conditions and Approvals* – Any binding agreement between the Parties will require Investigator's management approval and negotiation and execution of a definitive agreement between *the* Parties.

(ix) *Exclusivity; Publicity* – In consideration of the significant time and expense Investigator is willing to dedicate to conducting due diligence in furtherance of the Proposed Transaction, for a period of sixty (60) days after the date on which you sign below (the "**Exclusivity Period**"), the Company shall not, directly or indirectly (including through any affiliate, employee, officer, director, shareholder, partner, member, trustee, agent or any other person acting on its behalf or at its direction): (i) negotiate or have any discussions with any other party, or solicit or accept any offer from any other person, concerning a financing of the Company or its affiliates, or a possible sale of all or any portion of the Company's or any of its affiliates' respective assets or securities (debt or equity), whether structured in the form of a sale of assets, a license of intellectual property, a sale or issuance of stock, or a merger, consolidation, recapitalization, business combination, loan or otherwise; or (ii) provide to any other person any information concerning the Company and its affiliates, its assets or business (other than to the extent that such information is routinely provided to such other persons in the ordinary course of business consistent with past practice, so long as the Company has no reason to believe such information may be utilized to evaluate a possible transaction of the type described above). The Company further covenants and agrees to promptly notify Investigator of any inquiries from any other person or entity indicating or suggesting an interest in a transaction of the type described above (which notification shall include the identity of the acquiring party and the nature of the inquiry). During the Exclusivity Period, the Company will work exclusively with Investigator to consummate the Proposed Transaction.

In addition, the Company shall not, and shall cause its affiliates not to, disclose the identity or interest of Investigator to any third parties (other than governmental authorities and the shareholders of the Company, provided that any breach of this provision by the Company's shareholders will be deemed a breach by the Company) until the earlier to occur of (i) one year from the date hereof and (ii) receipt of a written confirmation that Investigator no longer is interested in pursuing the Proposed Transaction.

(x) *Representations and Warranties* – Each Party hereby represents and warrants to the other that this letter of intent has been duly authorized by all necessary corporate action, and upon its execution and delivery in accordance with the provisions hereof, the binding provisions of this letter of intent (as noted below) will constitute its legal, valid, and binding agreement, enforceable against it according to the terms hereof (except as may be limited by bankruptcy or similar laws).

(xi) *Governing Law* – This letter of intent and all matters arising from or relating hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of law principles thereof.

(xii) *Binding Effect* – Notwithstanding anything to the contrary contained herein, except for the provisions of paragraphs (vii)(b), (ix), (x), (xi), and this paragraph (xii), which are intended to be legally binding, this letter is a non-binding letter of intent between the Parties, and does not constitute an offer to purchase or sell any assets of the Company. Except with respect to the provisions of paragraphs (vii)(b), (ix), (x), (xi), and this paragraph (xii), no Party may be held liable hereunder and this letter of intent does not impose any obligation on any Party to negotiate a definitive agreement or to consummate the Proposed Transaction. This paragraph supersedes all other conflicting language.

(xiii) *Contact Details*

Carlos M. Brown
Director, Business Development AES
Dominion Resources Services, Inc.
Dominion Resources Services, Inc.
120 Tredegar Street
Richmond, VA 23219
(804) 819-2690
Carlos.M.Brown@dom.com

We look forward to your response and continuing discussions regarding the Proposed Transaction. Please feel free to contact Carlos M. Brown at (804) 819-2690 so that we can discuss next steps.

Sincerely,

Mary C. Doswell

Mary C. Doswell

AGREED AND ACCEPTED

MicroPlanet, Inc.

By: _____
Name: Joseph Tanner
Title: President and CEO
Date: December __, 2014

Schedule A

Greg Wiegand	CTO
Mike Walls	Mechanical Engineer
Dan Lennon	VP Prod Dev & Mfg
Orris Dent	Analog Design
Scott Blum	Assembler
Gilbert Mark Guimaraes	Design Test Engineer
Emilio Fonzo	F/W & Digital Design EE
Chris Kooser	Field Service & Electrical Compliance
Delani Pruitt	Docs/Quality Process
Dave Baretich	VP R&D

Wolfgang Struss

This is Exhibit " 3 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21 st *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (the "Agreement") is made effective as of December 12, 2013, between Dominion Resources Services, Inc., a Virginia corporation ("Dominion") and MicroPlanet, Inc., a Washington corporation (the "Company") (each a "Party" and collectively the "Parties").

WHEREAS, Dominion and Company are engaged or plan to engage in discussions regarding a potential business relationship or transaction specifically related to voltage regulation, management, compliance, conservation and/or power factor, whether delivered by Microplanet products or services; and

WHEREAS, each Party may disclose to the other confidential and/or proprietary information in furtherance of such potential relationship or transaction.

NOW THEREFORE, in consideration of the mutual promises exchanged herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined herein have the respective meanings set forth below.

"**Affiliates**" means, with respect to any Party, another business entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with the business entity specified.

"**Confidential Information**" means information that is either identified or reasonably could be deemed confidential and/or proprietary regarding the Disclosing Party or its Affiliates that the Disclosing Party discloses to the Receiving Party either orally or in writing (electronically or in tangible form), including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (i) trade secrets, inventions, patents and pending patents, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information acquired during any facilities tours; (iv) any portions of summaries, notes, reports or analyses or other documents created by the Receiving Party or its Representatives that refer to, discuss, constitute, or embody all or any portion of Confidential Information; and (v) all other information disclosed to the Receiving Party that is not otherwise generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives in breach of this Agreement.

Notwithstanding the foregoing, the term Confidential Information shall not include information that the Receiving Party, through written records, can demonstrate (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives in breach of this Agreement, (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party or its Representatives from a person who was not otherwise known by the Receiving Party or its Representatives to be bound by a confidentiality or similar

agreement with the Disclosing Party or any of its Representatives, or otherwise subject to an obligation of confidentiality or secrecy to the Disclosing Party or its Representatives, (iii) becomes available to the Receiving Party on a non-confidential basis from a person who was not otherwise known by the Receiving Party or its Representatives to be bound by a confidentiality or similar agreement with the Disclosing Party or any of its Representatives, or otherwise subject to an obligation of confidentiality or secrecy to the Disclosing Party or its Representatives, or (iv) is independently developed by the Receiving Party or its Representatives without the use of, or reference to, the Confidential Information of the Disclosing Party. Confidential Information shall not be deemed to fall within one of the enumerated exceptions in (i) through (iv) above merely because it is included in a document that also includes information that falls within such exceptions.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"**Disclosing Party**" means the Party disclosing Confidential Information.

"**Effective Date**" means the earlier of (i) the first date written above and (ii) the date on which Confidential Information first was disclosed to Receiving Party.

"**Permitted Use**" means the discussions between the Parties to (i) to evaluate whether to enter into a contemplated business transaction and (ii) if the Parties enter into an agreement related to such business transaction, to fulfill each Party's obligations thereunder if the terms set forth below are incorporated therein.

"**Receiving Party**" means the Party receiving Confidential Information.

"**Representatives**" means such Party's directors, officers, employees, Affiliates, accountants, attorneys, and other confidential advisors.

2. **Obligations Regarding Confidential Information.** The Receiving Party agrees that it will (i) hold in confidence and not disclose to any third-party, other than its Representatives, any Confidential Information of the Disclosing Party; (ii) protect such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but in no case, less than a reasonable degree of care; (iii) use the Disclosing Party's Confidential Information for no purpose other than the Permitted Use; (iv) limit access to the Disclosing Party's Confidential Information to its Representatives reasonably having a need to know such Confidential Information and who are bound by confidentiality obligations substantially similar to those contained herein; and (v) promptly notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall be liable to the Disclosing Party for any breach by any of its Representatives of the terms and conditions contained herein.

3. **Obligations Regarding Any Potential Transaction.** Neither Party nor its respective Representatives, without the prior written consent of the other Party, will disclose to any third party (i) the fact that Confidential Information has been provided to it or them; (ii) that discussions or negotiations are taking place concerning the Transaction or that Confidential Information has been

exchanged; or (iii) any terms, conditions or other facts with respect to the proposed transaction or any other possible transaction or business arrangement between the Parties, including the status thereof.

4. **Disclosures Required by Law.** If the Receiving Party or any of its Representatives is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar process) in connection with any legal or governmental proceeding to disclose or otherwise becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice and reasonable assistance (subject to reimbursement by the Disclosing Party of all reasonable out-of-pocket expenses (including a reasonable, proportionate amount of overhead costs related thereto) incurred by the Receiving Party in providing such assistance) so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement; provided, however, if such notice is prohibited by applicable law, notice is not required hereunder. The Receiving Party shall not, and shall not permit its Representatives to, oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy unless it would be materially detrimental to such Party. If such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with this Agreement, the Receiving Party (or such other person required to disclose Confidential Information) may disclose Confidential Information, but only such Confidential Information as it is legally required to disclose to avoid contempt or other penalty, and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information disclosed.

5. **Return or Destruction of Confidential Information.** Upon the request of the Disclosing Party, the Receiving Party shall (i) return or destroy all tangible Confidential Information that was furnished to the Receiving Party and all notes, memoranda, reports, or other items in any tangible medium that incorporate, refer to, or were prepared based on Confidential Information, to the Disclosing Party along with all copies and portions thereof, (iii) shall destroy all Confidential Information that is stored electronically, and (iii) shall certify in writing that all such Confidential Information has been destroyed and/or returned to Disclosing Party, if so requested by the Disclosing Party. Notwithstanding the foregoing, (x) Receiving Party may retain one copy of each document prepared by Receiving Party or its Representatives that summarizes and/or analyses the Confidential Information provided by Disclosing Party for its confidential files and (y) to the extent it would be unreasonably costly or cumbersome, the Receiving Party shall not be required to delete intangible copies of Confidential Information that have been made a part of the Receiving Party's routine systems back-up files and/or procedures.

6. **No License.** The Confidential Information is and shall remain the sole property of the Disclosing Party (or the third-party which has disclosed the information to the Disclosing Party). The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Disclosing Party's Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

7. **Remedies.** The Receiving Party acknowledges that its breach of this Agreement may cause irreparable damage to the Disclosing Party for which monetary damages would not be an adequate remedy. Accordingly, it is agreed that the Disclosing Party shall be entitled to relief both at law and in equity, including injunctive relief and specific performance to enforce the terms of this

Agreement, without proof of any actual or special damages and without the requirement that the Disclosing Party post a bond or other surety in connection with any such injunctive relief. The prevailing Party (which will mean the Party obtaining injunctive relief if granted, or the party opposing such relief if it is sought and denied) will be entitled to recover all reasonable costs and expenses, including attorneys' fees incurred because of any legal action arising in relation to this Agreement. Additionally, each Party agrees to indemnify, defend, and hold the other Party and its Representatives harmless from and against any and all damages, losses, or expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any breach of this Agreement by the indemnifying Party or its Representatives. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

8. **Restrictions.** The Receiving Party will not reproduce the Disclosing Party's Confidential Information in any form except as required for the Permitted Use. Any copy of any of the Disclosing Party's Confidential Information remains the property of the Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Disclosing Party.

9. **No Representations.** Except as may be expressly provided to the contrary in a subsequent definitive written agreement between the Parties, the Receiving Party agrees and acknowledges that neither the Disclosing Party nor any of its Representatives are making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither the Disclosing Party nor any of its Representatives will have any liability to the Receiving Party, its Representatives or any other person relating to or resulting from the use of the Confidential Information or for any errors therein or omissions therefrom.

10. **Term; Termination.** The term of this Agreement and the obligations hereunder begin on the Effective Date and continue until the third anniversary of the Effective Date. Either Party may terminate this Agreement and the disclosure of its Confidential Information at any time, for any reason; provided, however, the obligations contained herein with respect to Confidential Information shall survive for five years after the disclosure of such Confidential Information; and provided further, notwithstanding the foregoing, the obligations contained herein with respect to Confidential Information that also qualifies as a trade secret shall survive so long as such Confidential Information continues to qualify as a trade secret.

11. **No Obligation or Joint Venture.** The Parties acknowledge and agree that unless and until a definitive written agreement has been executed and delivered regarding a proposed transaction, no contract or agreement providing for any such transaction between the Parties shall be deemed to exist by virtue of this Agreement, and neither Party will be under any legal obligation of any kind whatsoever with respect to such proposed transaction by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. Furthermore, this Agreement does not obligate either Party to deal exclusively with the other Party or to continue discussions regarding a proposed transaction. Nothing in this Agreement creates or shall be deemed to create (i) any employment, joint venture, or agency relationship between the Parties, (ii) a requirement to disclose Confidential Information, or (iii) any duties other than those expressly set forth herein.

12. **General Provisions**

(a) **Governing Law**. This Agreement and all matters arising from or related to this Agreement shall be construed in accordance with, and shall be governed by, the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of laws thereof.

(b) **Venue; Waiver of Jury Trial**. The Parties irrevocably submit to jurisdiction in the Commonwealth of Virginia with respect to any dispute between them arising out of, relating to, or in connection with this Agreement, and venue will lie in the Circuit Court for the County of Henrico or the United States District Court for the Eastern District of Virginia, Richmond Division. EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(c) **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(d) **No Assignment**. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed in the event of a sale of all or substantially all of the assets of a party (or another transaction tantamount thereto), and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the parties.

(e) **Notices**. All notices, requests and other communications to any Party hereunder shall be in writing and delivered by hand, by nationally-recognized delivery service that guarantees overnight delivery, or by first-class, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to Dominion:

Legal Department: Corporate Finance, Securities and Special Projects
Dominion Resources Services, Inc.
120 Tredegar Street, RS-4
Attention: Carlos Brown
Richmond, Virginia 23219
Telephone: (804) 819-2690
Fax: (804) 819-2237

if to the Company, to the address set forth on the signature page hereto,

or to such other address as such Party hereafter may specify for the purpose by notice to the other party. Each such notice, request or other communication shall be effective upon delivery or refusal of delivery at the address specified in this Section.

(f) **Headings; Miscellaneous.** The headings of paragraphs in this Agreement are for descriptive purposes only and shall not control, alter, or otherwise affect the meaning, scope or intent of any provisions of this Agreement. The terms defined herein shall apply equally to both the singular and plural forms of the terms defined and to the correlative forms of such terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. All references to "days" shall be to calendar days and all references to "months" shall be to calendar months, unless otherwise specified.

(g) **Integration; Amendments and Waiver.**

(i) This Agreement and the documents and agreements expressly incorporated herein by reference represent the entire agreement and understanding between the parties as to the subject matter herein and supersede all prior or contemporaneous agreements, arrangements, discussions and undertakings between the Parties (whether written or oral) with respect to the subject matter hereof.

(ii) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(iii) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision of this Agreement (i) shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar) or (ii) shall constitute a continuing waiver unless otherwise expressly provided therein.

(h) **Interpretation.** The Parties hereto acknowledge and agree that (i) each Party has had the opportunity to review this Agreement with its counsel, has revised and negotiated the terms and provisions of this Agreement and has contributed to its revision and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(i) **Third-Party Beneficiaries.** Dominion's Affiliates are third-party beneficiaries of this Agreement.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart may be executed by facsimile or any image transmitted by electronic mail (such as a PDF file).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first listed above.

DOMINION RESOURCES SERVICES, INC.

By: _____

Name: _____

Title: Director of Alternative Energy Solutions Regional Development

MicroPlanet, Inc.

By: _____

Name: Joe D. Tanner

Title: CEO

Address for notice purposes:

15530 Woodinville - Redmond Road N.E.
Suite B100
Woodinville, WA 98072

Wolfgang Struss

This is Exhibit " 4 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21st *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

February 23, 2015

CONFIDENTIAL

Delivered by E-mail

Mary C. Dowell
Senior Vice President
Alternative Energy Solutions
Dominion Resources Services, Inc.
120 Tredegar Street
Richmond, VA. 23219

MicroPlanet, Inc. Proposal to Dominion

Dear Ms. Dowell:

We at MicroPlanet, Inc. thank the Dominion Resources and Dominion teams (herein "Dominion") for its hospitality and time at the recent trade show in San Diego. Congratulations for the impressive recognition received by Dominion at the show. During those, and other discussions, we developed two thought processes: (1) an increased recognition that the technical and economic factors that brought the two companies together in the first place are becoming even more compelling; and (2) whereas the two companies were simply never going to reach agreement under the one structural concept in our various offers and counter-offers, that perhaps other structural mechanisms might be acceptable to both parties.

Based on the above thoughts, the two of us as CEO and Chairman of MicroPlanet, Inc. proposed to the board of our parent company MicroPlanet, Corp. (herein "MicroPlanet") an alternative path forward. We have now been authorized to propose that alternative path as a formal offer. The fundamentals of a more complete offer are included in this letter; however, we thought it prudent to first determine through if receipt of a more complete and formal offer is desirable to Dominion.

The psychology of what we are proposing is to try to answer a basic question on which the parties had different points of view in the past. Dominion did not view MicroPlanet as a going concern and did not think MicroPlanet would be able to raise sufficient capital to continue day-to-day operations. MicroPlanet continues to believe the contrary. Clearly, we were never going to resolve this impasse.

The objective of the structure proposed herein is to answer the above question in the real world, while at the same time delivering all of the "synergistic" benefits to each party that were sought in the first place. Stated alternatively, if an initial relationship can be established, in order to continue as an independent operating entity, MicroPlanet is willing to commit itself to meet benchmarks in terms of fundraising and top line sales, such that if those benchmarks are not met, Dominion will end up substantially where it would have ended up under your original offer.

Here is the basic concept under which MicroPlanet would propose to move forward with Dominion:

- Dominion would loan MicroPlanet, Inc. $3 million in the form of a three (3) year convertible note, secured by all assets of the company. The funds would be paid into escrow, and only released upon: (a) the payment of a small amount in settlement and the full releases of all current note holders; (b) the delivery to Dominion of new notes and perfected security interests; and (c) the satisfaction of all other conditions to closing.
- The conversion price on the convertible notes received by Dominion would be set at two (2) cents/share (adjusted up or down to result in a valuation of $7 million). The result of full conversion would mean that Dominion would own about 30% of MicroPlanet.
- MicroPlanet would agree to use its best efforts to complete the corporate reorganization whereby MicroPlanet, Inc. would separate from MicroPlanet, Corp. and become a private Washington state company.
- Dominion and MicroPlanet would sign a North American sales, marketing and engineering agreement, satisfactory to all parties, whereby Dominion would be the exclusive sales agent for MicroPlanet in North America.
- The deal would be contingent upon identified and agreed upon employees signing standard form employment and non-competition agreements.
- MicroPlanet would sign a supply agreement with Dominion to provide products and engineering services at contracted wholesale prices.
- MicroPlanet would continue to directly pursue opportunities outside of North America.
- MicroPlanet would undertake the obligation, within one year, to raise a minimum of another $3 million as additional working capital, and to meet agreed upon operational benchmarks. Upon the failure of MicroPlanet to raise this additional capital or to reach the benchmarks, the conversion price in the notes held by Dominion would be reduced by 50% (from two cents/share to one cent/share). The result of full conversion would then mean that Dominion would own about 54% of MicroPlanet.

We look forward to further discussions, and stand ready to discuss this proposal at any time.

Sincerely,

/S/ Wolfgang Struss
Wolfgang Struss, CEO
MicroPlanet, Corp.

/S/ Joe Tanner
Joe D. Tanner, Chairman
MicroPlanet, Inc.

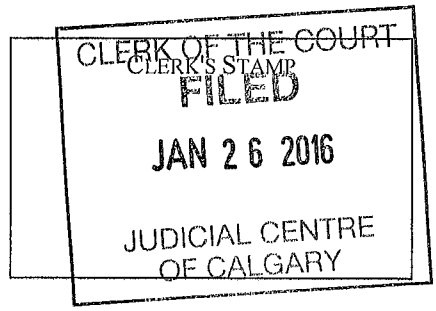
Wolfgang Struss

This is Exhibit " 5 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21 ST *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

FORM 11
[RULE 3.31]



COURT FILE NUMBER	1501 – 14980
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	BRETT IRONSIDE
DEFENDANT(S)	MICROPLANET TECHNOLOGY CORP., DAVID ANDREWS, GRAHAM FOULGER, ALAN RICHARDSON, AND THOMAS VAN HORN
DOCUMENT	**STATEMENT OF DEFENCE**
PARTY FILING THIS DOCUMENT	MICROPLANET TECHNOLOGY CORP.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Christine Plante/ Beamer Comfort Telephone No.: 403.298-3134/3676 Fax No.: 403-265-7219 Client File No.: 55088.1

STATEMENT OF FACTS RELIED ON:

1. Except as hereinafter expressly admitted, the Defendant, MicroPlanet Technology Corp. ("**MicroPlanet**"), denies each and every allegation contained in the Statement of Claim and puts the Plaintiff to the strict proof thereof.

2. MicroPlanet admits paragraphs 1 and 2 of the Statement of Claim.

Facts

3. Up to and including April 30, 2013, the Plaintiff was the Chief Executive Officer ("**CEO**") and a member of the board of directors of MicroPlanet (the "**Board**"). On or about May 1, 2013, the Plaintiff resigned both, from his position on the Board, and as CEO of MicroPlanet. Mr. Joe Tanner was retained by MicroPlanet to replace the Plaintiff as CEO of MicroPlanet.

4. Before withdrawing as CEO of MicroPlanet and as a member of the Board, the Plaintiff drafted and submitted an Executive Employment Agreement (the "**Agreement**") to the Board for approval. Under this Agreement, the Plaintiff was to hold the title of Director, Licensing and Acquisitions.

5. The Agreement provided that, among other things, the Plaintiff would receive an annual base salary of $250,000 in compensation for his devotion of full-time working equivalent and best efforts to MicroPlanet's business and affairs, and his faithful and diligent service to MicroPlanet's interests.

6. The approval of the Agreement was discussed in a Board meeting on April 29, 2013, in which the Plaintiff persuaded the Board to approve the Agreement, notwithstanding that the Board had already decided to retain Mr. Tanner to fulfill the Plaintiff's prior duties as CEO and notwithstanding that there was no further need for his services in any capacity.

7. The Board meeting minutes purport to approve the Agreement. Of the five directors present at this Board meeting, one was the Plaintiff himself, and three were non-Canadian residents.

8. After resigning as CEO, the Plaintiff never provided MicroPlanet with any services, let alone the fulltime services required by the Agreement.

ANY MATTERS THAT DEFEAT THE CLAIM OF THE PLAINTIFF:

The Agreement Is Void And Unenforceable

9. The Agreement was not approved by a duly constituted Board and is void and unenforceable. The Plaintiff's attempt to approve the Agreement on April 29, 2013 was

contrary to Article 21 of MicroPlanet's bylaws, which prohibit the Board from conducting any business unless more than half of the directors present at the meeting are Canadian residents.

10. As a director and the CEO of MicroPlanet, the Plaintiff knew, or reasonably ought to have known that the April 29, 2013 Board meeting was not properly constituted and the Board was not permitted to conduct business.

11. Further, and in the alternative, the Agreement is void because the terms of the Agreement were not fair and reasonable to MicroPlanet, and by proposing, approving, and entering into the Agreement, the Plaintiff breached his contractual, statutory, and fiduciary duties owed to MicroPlanet including his duties of loyalty, fidelity, good faith, fair dealing, and his duty of full and fair disclosure, and to avoid any conflict with the interests of MicroPlanet.

12. The purported approval of the Agreement was contrary to Article 27 of MicroPlanet's bylaws and in violation of the Plaintiff's duties under the Alberta *Business Corporations Act*, RSA 2000, c B-9. MicroPlanet pleads and relies on the provisions of the Alberta *Business Corporations Act*, RSA 2000, c B-9 including, but not limited to, sections 19, 120, and 122.

Just Cause and Abandonment of Employment

13. In the alternative, and contrary to paragraph 7 of the Statement of Claim, the Plaintiff did not faithfully and diligently perform his duties under the Agreement. Rather, the Plaintiff failed to devote significant, let alone fulltime, effort to the business and interests of MicroPlanet after signing the Agreement and, ultimately, abandoned his employment with MicroPlanet.

14. MicroPlanet accepted the Plaintiff's abandonment and repudiation of the Agreement and his employment, and ceased any further salary payments or benefits, effective September 1, 2013.

15. In the alternative, if MicroPlanet did not accept the Plaintiff's abandonment and repudiation of the Agreement, the Plaintiff's failure to devote his fulltime effort to the business and interests of MicroPlanet upon the signing of the Agreement constituted a breach of that Agreement, an abandonment of his employment, and just cause for termination of his employment, including pursuant to the terms of the Agreement, effective no later than September 1, 2013.

16. Further and in the alternative, attending the ICD-Rotman Directors Education Program instead of devoting his time and effort to the business of MicroPlanet, without the approval MicroPlanet, constituted a breach of the Agreement, an abandonment of his employment, and just cause for termination of his employment, including pursuant to the terms of the Agreement, effective at the commencement of his involvement in that program.

There Is No Agreement Regarding Alleged Education Expenses

17. Contrary to paragraph 12 of the Statement of Claim, MicroPlanet did not agree to allow the Plaintiff to take any leave of absence in 2014, nor to reimburse the Plaintiff for costs associated with the ICD-Rotman Directors Education Program, or any other educational program.

18. In fact, the Plaintiff, whose salary payments had been stopped on September 1, 2013, had requested that MicroPlanet enter into an agreement for an unpaid educational leave and reimbursement of related costs, but MicroPlanet, through its CEO, Mr. Joe Tanner, expressly refused to enter into any such agreement and refused to provide any reimbursement of those costs.

The Plaintiff's Claims Have Expired

19. Alternatively, even if the Agreement is not void and unenforceable, the Plaintiff's entire claim is barred by operation of the *Limitations Act*, RSA 2000, c E-9.

20. The Plaintiff knew or reasonably ought to have known that MicroPlanet would not fulfill the terms of the Agreement on September 1, 2013, when his salary payments ceased, as

no salary payments were made after September 1, 2013, and no agreement was made between the parties at any time to postpone, repay or recommence those salary payments.

21. Contrary to paragraph 14 of the Statement of Claim, if the Plaintiff was constructively dismissed, which is denied, such dismissal occurred on September 1, 2013. The Plaintiff knew or reasonably ought to have known that he had a claim on September 1, 2013.

22. Contrary to paragraph 9 of the Statement of Defence, MicroPlanet pleads that at no time did Mr. Tanner or any other representative of MicroPlanet in any way acknowledge, let alone in writing and signed, that a debt of any kind was owing to the Plaintiff as required by the *Limitations Act*, RSA 2000, c E-9. To the contrary, on or about the time the Plaintiff alleges that there was an acknowledgment of a debt to the Plaintiff, Mr. Tanner expressly denied that MicroPlanet owed any debt to the Plaintiff.

The Court Has No Jurisdiction

23. In the further alternative, if the Agreement is not void and unenforceable, section 13(b) of the Agreement requires that all disputes related to the payment of compensation and termination under Sections 1 through 6 to the Agreement be referred to arbitration for resolution. Section 13(b) to the Agreement constitutes a binding agreement to arbitrate the matters that are the subject of this claim.

24. MicroPlanet files this Statement of Defence under protest of the Court's jurisdiction, and reserves its right to apply to stay or strike these proceedings, and pleads and relies on the provisions of the *Arbitration Act*, RSA 2000, c A-43.

Damages

25. In the further alternative, and in response to the plea for damages for wrongful dismissal contained in paragraph 15 of the Statement of Claim, MicroPlanet denies that the Plaintiff was constructively or wrongfully dismissed and denies that the Plaintiff has suffered any damages, as plead or otherwise, for which it is liable.

26. Alternatively, if the Plaintiff has suffered damages in the amount claimed, or at all, which is denied:

(a) it is a result of the Plaintiff's failure to take reasonable steps to mitigate his damages; or

(b) the Plaintiff has fully mitigated such damages.

27. In response to paragraphs 16 and 17 of the Statement of Claim, MicroPlanet states that all amounts properly owing to the Plaintiff have been paid, and denies that it is indebted to the Plaintiff.

REMEDY SOUGHT:

28. MicroPlanet requests:

(a) that the Plaintiff's Statement of Claim be stayed or struck for lack of jurisdiction; and

(b) costs on a solicitor and own client basis in accordance with the Agreement, or such further and other basis as the Court may deemed appropriate.

29. Alternatively, MicroPlanet requests:

(a) a declaration that the Agreement is void and unenforceable;

(b) that the claim be dismissed entirely; and

(c) costs of the Action.

Wolfgang Struss

This is Exhibit " 6 *" to the Affidavit*
of Wolfgang Struss

Sworn before me this 21st *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Brett Ironside, Goals and Objectives, August - December 2013

	Priority	Goal	Reason for Goal	Deliverables/Timelines	Joe's Evaluation of Performance
1	1	Raise Short Term Funding for MicroPlanet	MicroPlanet will run out of cash by the end of September. If a significant funding event is to take place around year end, then "bridge" funding is necessary to survive until year end. At least, $200,000 needs to be raised by the end of September, and another $300,000 by the end of October, in order to simply continue to make payroll and pay obligations that must be paid (such as the medical plan and rent).	No less than $200,000 in the bank by the end of September, and an additional $300,000 in the bank by the end of October.	Goal not met, and in fact Brett was very clear once in Australia that he had no ability to raise short term cash.
2	2	Build a compelling case for the Board on where (one or more exchanges,) MicroPlanet stock should be traded, or whether MicroPlanet should go private, complete with timelines, action items, costs and risks.	MicroPlanet suffers from years of disappointing results, combined with a huge overhang of shareholders who seek any opportunity to exit. The company desperately needs to find a route forward that will allow for a fair valuation of the company, which seems very unlikely on the TSX-V. This matter is also a distraction to management and the Board. The objective here is to once and for all officially adopt a Board resolution on a path forward, and to then begin implementation.	Adoption by the Board of a specific course of action in resolution form (which could be to change nothing) by November 15. This includes approval by the Board of actions required and a budget to fund the effort.	Although this was Brett's intention when he went to Australia, it was premature and should be disregarded. It was not possible to achieve this goal in 2013
3	1	Raise at least enough cash to fund operations until Microplanet reaches cash flow positive.	MicroPlanet has operated "hand to mouth" for at least the past 9 or 10 months. This situation dominates management time and requires that many decisions are made that would not be made otherwise (only buy from suppliers offering credit, for example). In order to succeed, MicroPlanet requires at least one year of funding in place, in the bank, so that management can concentrate on operations and sales, rather than on cash.	A minimum of $3 million raised by the end of 2013, net of all costs of the transaction(s).	Goal not met. It is unclear to me that any substantial effort was expended on fundraising. I invited Brett to valuable, high level meetings I had arranged, and Brett has certain follow up actions. It is not clear to me that any follow up was ever accomplished.
4	2	Locate, sell and document the relationship with the "next Tyree."	The Regformer type product, sold in partnership with large transformer manufacturers, seems to be the best avenue to penetrate the utility market. Penetration of the utility market is essential to MicroPlanet achieving a much higher enterprise value. In 2013 Management needs to be concentrating on executing operationally with respect to existing customers and partners (mostly Australia). However, MicroPlanet needs an opportunity for expanded sales and geography in 2104, and this is deemed to be the best way to achieve that goal.	Adoption of a Board resolution by year end approving either a contract or an LOI with a substantial new partner (such as Tyree), in a new geography (such as India).	Goal not achieved, no meetings held.
5	3	Be available in Australia as a resource to all personnel and contractors in the discharge of their duties (in the pursuit of a successful business model and profitability in that "pilot" country).	You have amassed an incredible amount of knowledge of the technology and the commercial opportunity available for MicroPlanet to pursue. Additionally you are a sophisticated businessman, particularly in the finance area. Finally you have great contacts and access to others via organizations such as YPO. This should open up many opportunities for you to bring value to Microplanet, and for our personnel and contractors to call on you for assistance.	Be available and bring the type of expertise that you are capable of bringing to all of MicroPlanet's activities in Australia.	While Brett was in Australia, it was very hard to communicate with him and he did not reach out to anyone, for example Grahame, despite my requests that he do so.
6	3	Help identify, and help sell one or more programs in both the commercial market and the "well head" market to one or more "iconic" customers.	We all believe there is great potential in both the commercial and well head markets, but the company has never gained a "foothold." Australia seems like the ideal country, and 2013 is certainly the ideal time to enter into a significant relationship that can roll out multiple installations in 2014 (example, many 7-11 stores, or a major driller). It is envisioned that this objective is a team effort using all resources of Microplanet, not an effort solely of yourself.	Adoption of a Board resolution (if required) by year end approving one or more contracts with a substantial new commercial partner, or a well head partner in Australia.	Goal not met. While Brett will say that we do not yet have the communications capability to be successful in the commercial business, as far as I know, no meetings were held, no progress was made at all toward ultimately building this market.
7	2	With respect to all convertible notes that come due in December, 2013 ($2.0 million, of which $1.6 million are held by Canadians), and with respect to all convertible notes that come due in July, 2014 ($1.1 million), obtain the agreement of all non-U.S. note holders to convert their notes to equity.	MicroPlanet has no ability whatsoever to pay the notes that come due in December. Most or all of the non-U.S. notes were "sold" by you, and thus you should have the best opportunity to persuade them to convert. This goal would seem necessary to achieve some of the above funding and trading goals, but if not is still essential to accomplish.	Agreements by year end of 100% of the non-U.S. convertible December 2013 note holders to convert those notes to equity. Agreements by June 1, 2014 (hopefully by December, 2013) of 100% of the non-U.S. convertible July 2014 note holders to convert those notes to equity.	Not only did Brett fail to obtain the agreement of others to convert, he argued to others against conversion. When it cam time to obtain extensions of the due dates, Ed and I had to do this entirely on our own.

Wolfgang Struss

This is Exhibit " 7 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21 ST *day of*
December, 2016

A Notary Public
In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Alexis Teasdale

From: Brett Ironside <brett@blaylock.ca>
Sent: 05 December 2016 6:46 AM
To: Alexis Teasdale
Cc: Mann, David
Subject: Re: MicroPlanet Proposal Proceedings

Please courier the materials to me at my address below

727 Lake Placid drive SE
Calgary, Alberta
T2J 4B9

Thank you.

On Mon, Dec 5, 2016 at 6:31 AM, Alexis Teasdale <TeasdaleA@bennettjones.com> wrote:

> Thank you for clarifying, Mr. Ironside.
>
> Please confirm whether we should serve Mr. Mann with further materials in this matter, or just you (your email indicates you want to be served directly).
>
> In addition, please confirm if we may serve you by email at this address, or if you would prefer hard copies of the materials to be couriered to you.
>
> Best regards,
>
> Alexis Teasdale
> Partner, Bennett Jones LLP
>
> 4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
> P. 403 298 3067 | F. 403 265 7219
> E. teasdalea@bennettjones.com
>
> Plug into Bennett Jones
> Plug into my bio
>
> **From:** Brett Ironside [mailto:brett@blaylock.ca]
> **Sent:** 05 December 2016 12:55 AM

To: Mann, David <david.mann@dentons.com>; Alexis Teasdale <TeasdaleA@bennettjones.com>
Subject: Re: MicroPlanet Proposal Proceedings

Alexis,

This is not correct, Victor is working on a related matter. Please serve me directly with any further information. I was not going to bother much with the meeting as i expected the tone, and Myron was available. However we do intend to make a full presentation for the court.

thanks,

On Sun, Dec 4, 2016 at 10:03 PM, Mann, David <david.mann@dentons.com> wrote:

> Sorry we missed on Saturday. I was out running some Christmas errands later in the day. Sorry we couldn't connect today. Can we chat tomorrow?

DENTONS

David Mann
Partner

D +1 403 268 7097
david.mann@dentons.com
Bio | Website

Dentons Canada LLP
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

?? Salans FMC SNR Denton McKenna Long

Begin forwarded message:

From: Alexis Teasdale <TeasdaleA@bennettjones.com>
Date: December 4, 2016 at 4:08:31 PM MST
To: "Mann, David" <david.mann@dentons.com>, "Naveed, Afshan" <afshan.naveed@dentons.com>
Subject: MicroPlanet Proposal Proceedings

Dave and Afshan,

I understand from Victor Olson that he now represents Mr. Ironside. As such, unless I hear from you, I will not serve you with copies of the materials for the approval application.

Thanks,

Alexis Teasdale
Partner, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3067 | F. 403 265 7219
E. teasdalea@bennettjones.com

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Wolfgang Struss

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December, 2016

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RAYMOND C. VARDY
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JUNE 25, 2020

REDACTED - privileged.

-----Original Message-----
From: seekwsmith@iinet.com [mailto:seekwsmith@iinet.com]
Sent: Friday, December 09, 2016 11:51 AM
To: Brett Ironside
Subject: Re: Answer

Brett,

I'm sorry to say, there is no appetite to make a side deal at this late date. I don't think the Court would allow it in any case.
I will offer, presuming all goes well (from our perspective) at Court next week, we will do our part to facilitate transferring the MPC shell to you/Myron if so desire.

Best Regards,

Wayne

Wayne,

If you could get back to me with a decision by tomorrow lunch please that would be great. Alternatively Myron and I will spend the weekend and early week preparing affidavits highlighting all the contrary and fudicial concerns asking to reject the application, disclosure of much more detail, and an open bid process.

thank you.

Wolfgang Struss

This is Exhibit " 9 *" to the Affidavit*
of Wolfgang Struss
Sworn before me this 21 ST *day of*
December, 2017

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In and for the State of Washington

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Alexis Teasdale

From: Mann, David <david.mann@dentons.com>
Sent: 09 December 2016 7:34 PM
To: Alexis Teasdale
Subject: Re: In the Matter of the Proposal of MicroPlanet Technology Corp.

Hi Alexis,

I'm trying to get instructions. As soon as I do I'll let you know.

Dave

From: Alexis Teasdale
Sent: Friday, December 9, 2016 7:01 PM
To: Mann, David
Subject: In the Matter of the Proposal of MicroPlanet Technology Corp.

Mr. Mann,

Further to Mr. Ironside's email earlier this week, I understand you are still representing him in the above-noted matter. As I have not heard from you since we served our materials earlier this week, I left you a voicemail this morning in hopes of determining whether your client has instructed you to appear at the hearing next week, or whether he himself intends to appear. I would also like to know whether evidence will be filed on behalf of Mr. Ironside.

Although you have not requested to question either Mr. Struss or Mr. Smith, please advise immediately if you wish to do so, as we will have to make arrangements for travel or videoconferencing facilities, which will become very difficult the closer we get to the date of the hearing.

I also understand Mr. Ironside contacted Mr. Smith to negotiate a side deal, in exchange for Mr. Ironside's agreement not to oppose the approval application next week. Not only is Mr. Smith not a director or officer of MicroPlanet Technology Corp., and therefore unable to negotiate on the company's behalf, but we would ask that any further negotiations be done through counsel.

I look forward to hearing from you.

Regards,

Alexis Teasdale
Partner, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3067 | F. 403 265 7219
E. teasdalea@bennettjones.com

Wolfgang Struss

This is Exhibit " **10** *" to the Affidavit of*

Wolfgang Struss

Sworn before me this 21 ST *day of*

December, 2016

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Alexis Teasdale

From: Alexis Teasdale
Sent: 12 December 2016 3:20 PM
To: Brett Ironside
Cc: david.mann@dentons.com; jkeeble@deloitte.ca; Wolfgang Struss; Sithole, Joseph (CA - Alberta); Darrell Peterson
Subject: RE: In the Matter of the Proposal of MicroPlanet Technology Corp.

Brett,

We cannot give you advice with respect to how best to put your evidence before the Court as you are represented by counsel, who will be able to give you advice about that. You will note I have copied Mr. Mann on this email.

Best regards,

Alexis Teasdale
Partner, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3067 | F. 403 265 7219
E. teasdalea@bennettjones.com

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From: Brett Ironside [mailto:brett@blaylock.ca]
Sent: 12 December 2016 12:59 PM
To: Myron Tetreault <mtetreault@fitzroydev.com>
Cc: Shani Schierholtz <SchierholtzS@bennettjones.com>; acampeis@frontstreetcapital.com; cbh@centrongroup.com; dan.bastasic@iaclarington.com; david.mann@dentons.com; doug.mcphee@td.com; gtanner@quantumep.com; gfoulger@smartgridpartners.com.au; grant@howardgroupinc.com; calgary@collinsbarrow.com; Nicholas Emter <EmterN@bennettjones.com>; gail.hibbs@computershare.com; wsmith@seeksystems.com; richardsonah1@gmail.com; Stuart O'Connor <soconnor@fitzroydev.com>; jkeeble@deloitte.ca; Wolfgang Struss <wstruss@microplanet.com>; Sithole, Joseph (CA - Alberta) <josithole@deloitte.ca>; Darrell Peterson <PetersonD@bennettjones.com>; Alexis Teasdale <TeasdaleA@bennettjones.com>
Subject: Re: In the Matter of the Proposal of MicroPlanet Technology Corp.

Shani,
I have researched and prepared a similar letter to Myron's over the past week raising these and several other concerns. How would you like me to provide this to you so that the court may consider it as well?

Thank you,
Brett Ironside

On Mon, Dec 12, 2016 at 11:40 AM, Myron Tetreault <mtetreault@fitzroydev.com> wrote:

> Please see the attached letter relating to the proposal of MicroPlanet Technology Corp. I ask that this letter be provided to the court in the context of the application to be heard later this week.

Regards,

Myron Tetreault

Wolfgang Struss

This is Exhibit " **11** *" to the Affidavit of*
Wolfgang Struss
Sworn before me this 21st *day of*
December, 2016

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In and for the State of Washington

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JUNE 25, 2020

大成 DENTONS

John Regush

john.regush@dentons.com
D +1 403 268 7086

Dentons Canada LLP
15th Floor, Bankers Court
850-2nd Street SW
Calgary, AB, Canada T2P 0R8

大成 Salans FMC SNR Denton McKenna Long
dentons.com

December 13, 2016

File No.: 557940-6

SENT VIA E-MAIL [CommercialCoordinator.QBCalgary@albertacourts.ca]

Court of Queen's Bench
705-N 601 5 Street SW
Calgary AB T2P 5P7

Attention: Madam Justice K.M. Horner

Dear Madam:

RE: In the Matter of the Amended Proposal of MicroPlanet Technology Corp.
Court File No.: 25-2172984

In respect of the application to be heard before Your Ladyship on December 15, 2016 at 2:00 p.m., our client, Mr. Brett A Ironside, contacted us yesterday, with instruction to make submissions in opposition of the above noted matter, or alternatively seek a postponement of the application. In support of his position, Mr. Ironside has sworn the enclosed affidavit, which, in light of the short time that exists between its commissioning and the application, is provided to Your Ladyship and the service list in this matter presently as an unfiled document. This affidavit will be filed as soon as possible and filed copies will be provided as soon as they are received.

Please accept the writer's apologies for the provision of this document so close to the date of the application and initially in an unfiled form. Please do not hesitate to contact the writer if he may be of assistance.

Respectfully yours,
Dentons Canada LLP

John Regush

JR/rc

Enclosures
CC: Service List, via email

Wolfgang Struss

This is Exhibit " **12** *" to the Affidavit of*
Wolfgang Struss
Sworn before me this 21st *day of*
December, 2016

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In and for the State of Washington

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Alexis Teasdale

From: Regush, John <john.regush@dentons.com>
Sent: 14 December 2016 9:41 PM
To: Alexis Teasdale
Cc: Mann, David; Oliver, Jeffrey
Subject: Re: MicroPlanet Proposal Proceedings

Hello Ms. Teasdale,

We consent to the adjournment.

John

DENTONS

John Regush
Associate

D +1 403 268 7086
john.regush@dentons.com
Website

Dentons Canada LLP
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

?? Salans FMC SNR Denton McKenna Long

On Dec 14, 2016, at 9:30 PM, Alexis Teasdale <TeasdaleA@bennettjones.com> wrote:

> John,
>
> We have been instructed to adjourn tomorrow's application to a date in early January.
>
> We trust your client consents to an adjournment of the application; please advise immediately if that is not the case.
>
> Regards,
>
> <image001.png> Alexis Teasdale
> Partner, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3067 | F. 403 265 7219
E. teasdalea@bennettjones.com

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<image002.png>

From: Regush, John [mailto:john.regush@dentons.com]
Sent: 14 December 2016 4:31 PM
To: Alexis Teasdale <TeasdaleA@bennettjones.com>; Mann, David <david.mann@dentons.com>
Subject: RE: MicroPlanet Proposal Proceedings

Hello Ms. Teasdale,

Please contact me if you need to discuss MicroPlanet this evening. I'm going to be unavailable from 7-10, generally available outside those times. You can reach me at the below or 403.614.4586.

John

DENTONS
John Regush
Associate

D +1 403 268 7086
john.regush@dentons.com
Bio | Website

Dentons Canada LLP
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

?? Salans FMC SNR Denton McKenna Long

From: Alexis Teasdale [mailto:TeasdaleA@bennettjones.com]
Sent: 14-Dec-16 3:39 PM
To: Regush, John; Mann, David
Subject: MicroPlanet Proposal Proceedings

Dave and John,

If I have to get a hold of one of you this evening on MicroPlanet, who is best to contact and at what number? Please advise, thanks.

<image001.png>

Alexis Teasdale
Partner, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3067 | F. 403 265 7219
E. teasdalea@bennettjones.com

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Wolfgang Struss

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Wolfgang Struss

Sworn before me this 21 st *day of*

December, 2016

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In and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
RAYMOND C. VARDY
My Appointment Expires
JUNE 25, 2020

Bennett Jones

Alexis Teasdale
Partner
Direct Line: 403.298.3067
e-mail: teasdalea@bennettjones.com
Our File No.: 55088-16

Bennett Jones LLP
4500 Bankers Hall East, 855 - 2nd Street SW
Calgary, Alberta, Canada T2P 4K7
Tel: 403.298.3100 Fax: 403.265.7219

December 19, 2016

Mr. David W. Mann and Mr. John Regush
Dentons LLP
Bankers Court
15th Floor, 850 2nd St SW
Calgary AB T2P 0R8

Dear Sirs:

Re: In the Matter of the Amended Amended Proposal (the "Proposal") of MicroPlanet Technology Corp. ("MTC") Court File No. 25-2172984

This letter addresses the following matters:

1. Certain assertions made by Mr. Ironside in his Affidavit sworn December 13, 2016 (the "**Ironside Affidavit**") regarding potential bids for the assets of MTC; and

2. Our expectation that Mr. Ironside will abide by Commercial Practice Note 1 in serving any further materials on which he intends to rely at the hearing of MTC's application for approval of the Proposal on January 11, 2017.

Alternative Bids

Mr. Ironside asserts in the Ironside Affidavit that he has made proposals to Mr. Struss and Mr. Smith (who is not a director, officer, or employee of MTC), and that he and/or other investors he knows are interested in bidding for "the assets", which we presume to mean the MicroPlanet, Inc. shares owned by MTC.

It is misleading to describe the discussions Mr. Ironside has had with our client and Mr. Smith as "proposals". Mr. Ironside has asked our client and Mr. Smith to be paid the sum of US$48,000 in relation to expenses allegedly incurred on behalf of MTC (for which no proof of claim has been filed), which would serve to prefer Mr. Ironside over other creditors. Mr. Ironside's only other "proposal" was a vague suggestion that arrangements be made to transfer ownership of MTC to Mr. Ironside and Myron Tetreault after the proposal proceedings are complete.

Mr. Ironside acknowledges that he received notice of MTC's proposal proceedings on about October 12. As such, he has now had over two months to communicate with potential bidders and to prepare and present an offer to MTC. If Mr. Ironside intends to make or knows of a good faith offer for MTC's assets, he should present it. That Mr. Ironside has never made or presented any offer capable of consideration by MTC, notwithstanding our repeated attempts to engage with him in the course of these proceedings, creates a strong adverse inference that no such offer exists.

Now that the application for approval of the Proposal has been adjourned with your consent to January 11, 2017 (a date your office agreed to), we expect to receive any offers that Mr. Ironside intends to make on his own behalf or on behalf of others as soon as possible to permit MTC and the proposal trustee to consider any such offers in relation to the Proposal before the approval application is heard.

Given the stage of MTC's proposal proceedings, it is necessary that any offer presented by Mr. Ironside be capable of comparison to the Proposal now before the Court; specifically, any such proposal or offer should be an unconditional cash offer, subject only to court approval. This will enable the proposal trustee and MTC to compare any offer made or presented by or on behalf of Mr. Ironside and determine whether it is more favourable to MTC's creditors than the Proposal.

Service of Materials

Throughout these proceedings, Mr. Ironside has persisted in serving materials at the eleventh hour, both on his own accord and through counsel. This has had the effect of delaying MTC's proposal proceedings and causing significant additional expense to MTC, which has jeopardized the success of the Proposal.

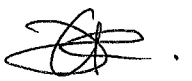
Now that Mr. Ironside has had over two months to prepare materials in opposition to the Application, and has several weeks to prepare any additional materials, we trust you will abide by Commercial Practice Note No. 1 and serve any additional materials on which you intend to rely in response to the Application no later than January 5, 2017.

Should Mr. Ironside persist in filing his materials late, we will request that Justice Nixon disregard any such materials, and/or grant solicitor-client costs of the Application to MTC.

We trust you will find the foregoing to be satisfactory, and look forward to the timely receipt of any further materials.

Yours truly,

BENNETT JONES LLP



Alexis Teasdale

AT/ss

cc: Jeffrey Oliver – Cassels Brock & Blackwell LLP (via email)
Stefano Damiani and Jeff Keeble – Deloitte Restructuring Inc. (via email)
Client