

**IN THE MATTER OF THE AMENDED AMENDED PROPOSAL OF  
MICROPLANET TECHNOLOGY CORP.  
OF THE CITY OF CALGARY  
IN THE PROVINCE OF ALBERTA**

**SUPPLEMENTAL REPORT TO THE REPORT OF TRUSTEE ON PROPOSAL**

**A. INTRODUCTION**

1. Deloitte Restructuring Inc. is the Trustee acting in the proposal of MicroPlanet Technology Corp. (“**MTC**” or the “**Company**”), an insolvent company. The original proposal was filed with the Official Receiver on October 3, 2016 pursuant to Part III of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) (the “**Original Proposal**”). The Company’s amended proposal was filed with the Official Receiver on November 21, 2016 (the “**Amended Proposal**”) and was subsequently further amended and filed with the Official Receiver on December 6, 2016 (the “**Amended Amended Proposal**”).
2. The Trustee’s Report on Proposal to the Court (the “**Trustee’s Court Report**”) was forwarded to the Official Receiver on December 6, 2016.

**B. PURPOSE OF THE SUPPLEMENTAL REPORT AND TERMS OF REFERENCE**

3. The purpose of this supplemental report to the Trustee’s Court Report (the “**Supplemental Court Report**”) is to respond to certain matters set out in the letter of Mr. Myron Tetreault dated December 12, 2016 (the “**Tetreault Letter**”) and to provide the Court with additional information with respect to the Company’s proposal proceedings. The Trustee received the affidavit of Mr. Brett Ironside dated December 13, 2016 (the “**Ironside Affidavit**”) after business hours on December 13, 2016 and has not had time to comprehensively respond to all other matters raised in the Ironside Affidavit.
4. Unless otherwise defined in this Supplemental Court Report, capitalized terms will have the meaning ascribed in the Trustee’s Court Report.
5. In preparing this Supplemental Court Report, the Trustee has relied on unaudited financial

information, the books and records of the Company and MicroPlanet, Inc. (“**MI**”) and discussions with the management of the Company and MI (“**Management**”) and certain interested parties and stakeholders. The Trustee has not performed an independent review or audit of the information provided.

6. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this Supplemental Court Report.
7. All amounts included herein are in Canadian dollars unless otherwise stated.

**C. MEETING OF CREDITORS**

8. Paragraph 2 of the Tetreault Letter states: *“The creditor meeting was not conducted with impartiality and numerous creditor votes against the proposal were not duly counted. During the meeting and an adjournment thereto, representatives of Deloitte reviewed in detail only those votes against the proposal and challenged all of the contrary votes. They did not provide any review or analysis of the votes in favour of the proposal, thereby demonstrating a blatant bias in the outcome of the creditor meeting. Deloitte then determined not to allow many of the contrary votes, which changed the outcome of the creditor meeting. Had such creditors been allowed to vote, and had other creditors such as Green Volt who were not advised of the meeting been allowed to vote, the proposal would have failed. As such, the results of the creditor meeting should be invalidated and disallowed”*
9. Reference is made to the minutes of the reconvened general meeting of creditors held on December 2, 2016 (the “**Reconvened General Meeting**”) in Exhibit “**H**” of the Trustee’s Court Report (the “**Reconvened Meeting Minutes**”).
10. As set out on page one of the Reconvened Meeting Minutes, the Reconvened General Meeting and quorum was established. The Chairperson also informed the meeting that any creditor may appeal any decision of the Chairperson to the Court.
11. The Chairperson had informed the meeting that creditors must have filed a valid proof of claim prior to the meeting being called to order to vote. The Chairperson tabled several documents as listed on pages one and two of the Reconvened Meeting Minutes, which included all proofs of claim and

proxy/voting letters that had been filed with the Trustee which were available for review by Mr. Tetreault. Pages two and three of the Reconvened Meeting Minutes set out several proofs of claim which were filed just before the date of the Reconvened General Meeting and, accordingly, the Trustee briefly adjourned the Reconvened General Meeting to enable further review and discussion of these claims.

12. The Chairperson was in doubt as to whether four proofs of claim totaling \$836,231 should be admitted or rejected which were marked as “objected to” but allowed them for voting purposes (the “**Objected To Claims**”) in accordance with section 108(3) of the BIA. The Objected To Claims, which are more particularly described in pages two and three of the Reconvened Meeting Minutes, are summarized below and are attached to this report as **Appendix 1**:

- a. Secured claim of Mr. Cole Harris in the amount of \$425,000 as filed with the Trustee on the afternoon of December 1, 2016. The particulars appended to this proof of claim contained documentation which referred to a significantly lower quantum and the election by Mr. Harris to convert debt instruments to shares. During a telephone discussion with the Trustee on December 12, 2016, Mr. Harris confirmed that his debt instruments were in fact converted to equity and that he wished to withdraw his claim. The Trustee followed up with an email to Mr. Harris to confirm his withdrawal in writing, but Mr. Harris has not yet responded to the email as of the date of this report.
- b. Unsecured claim filed by Mr. Brett Ironside in the amount of \$411,229. We understand that Mr. Ironside is a former director, President and Chief Executive Officer of MTC. The Trustee was uncertain as to whether the claim should be admitted or rejected as the quantum was contingent in nature and, while a statement of claim was filed, no further action was taken by Mr. Ironside with respect to this litigation.
- c. Unsecured claim filed by Mr. Tetreault in the amount of \$1.00 as it appears that this claim was paid out in full.
- d. Unsecured claim filed by Mr. Tetreault on behalf of Calafate Holdings Ltd. (“**Calafate**”) in the amount of \$1.00 as it appears the claim was paid out in full.

13. At the Reconvened General Meeting, Ms. Alexis Teasdale of the Company's legal counsel, Bennett Jones LLP, informed the meeting that it appeared that Mr. Tetreault and his wholly-owned entity, Calafate, were repaid in full, inclusive of interest. Mr. Tetreault responded that he was unsure if he and Calafate had been paid in full and questioned whether he was still owed interest and other amounts under a consulting agreement with the Company. Mr. Tetreault indicated that his intention was to make claims in the amount of \$1.00 and that he wanted to have a say in the proposal.
14. As set out on page 3 of the Reconvened Meeting Minutes and paragraph 15 of the Trustee's Court Report, the Chairperson determined that there were four separate claims totaling \$525,000 which would not be admitted for the purpose of voting (the "**Unadmitted Claims**") as no supporting documentation was provided with those claims. On December 1, 2016, an unidentified person hand-delivered the Unadmitted Claims to the reception area of the Trustee's office in Calgary, Alberta and copies of the Unadmitted Claims are attached to this report as **Appendix 2**. A summary of the Unadmitted Claims is as follows:
  - a. Secured claim of Mr. Brett Ironside in the amount of \$425,000. This claim was also previously filed with the Trustee before the general meeting held and adjourned on October 21, 2016 (the "**General Meeting**"), and notwithstanding several requests to Mr. Ironside and his legal counsel for provision of supporting documentation since the date of the General Meeting, the Trustee did not receive any supporting documentation with particulars for this claim. The Trustee also notes that Mr. Ironside was not present in person or by proxy at the Reconvened General Meeting. On December 13, 2016, Mr. Ironside forwarded certain documentation which is subject to the Trustee's review and further correspondence with Mr. Ironside.
  - b. Secured claim of Ms. Jennifer Ironside in the amount of \$50,000 filed on December 1, 2016. No supporting documentation or particulars were provided. The Trustee understands that Ms. Jennifer Ironside is married to Mr. Ironside. The Trustee has requested supporting documentation from Ms. Jennifer Ironside.
  - c. Unspecified claim of Ms. Toni Ironside with no amount indicated filed on December 1, 2016. No supporting documentation or particulars were provided. The Trustee understands that Ms.



Toni Ironside is the mother of Mr. Ironside. The Trustee has requested supporting documentation from Ms. Toni Ironside.

- d. Secured claim of Mr. Eric Tremblay in the amount of \$50,000 filed on December 1, 2016. No supporting documentation or particulars were provided. The Trustee has requested supporting documentation from Mr. Tremblay.

15. As set out on page five of the Reconvened Meeting Minutes and paragraph 15 of the Trustee's Court Report, the Company's Amended Amended Proposal was accepted by the requisite number and dollar value of Unsecured Creditors entitled to vote at the Reconvened General Meeting in accordance with subsection 54(2)(d) of the BIA, as follows:

<b>Description</b>	<b>Number</b>	<b>Value</b>
In Favour	9	\$ 2,330,832
Against	4	836,231
Total	13	\$ 3,167,063
% In Favour	69%	74%

All four of the Objected To Claims totaling \$836,231 voted "against" the Amended Amended Proposal and are reflected in the above voting results, including the secured claim of \$425,000 from Mr. Harris which the Trustee understands will be withdrawn.

16. As set out above, there were four separate claims totaling \$525,000 which were not admitted or allowed to vote at the Reconvened General Meeting since they were not duly proved and did not contain any supporting documentation. On page five of the Reconvened Meeting Minutes and at the request of Mr. Tetreault, the Trustee outlined what the theoretical outcome of the vote on the Amended Amended Proposal would have been if the four Unadmitted Claims for \$525,000 were properly filed as unsecured claims, supported and allowed to vote. The Trustee indicated that the vote would have been as follows (assuming all of the Unadmitted Claims voted no, were amended to be unsecured claims and that there were no adjustments to or denials of the Objected To Claims):

<b>Description</b>	<b>Number</b>	<b>Value</b>
In Favour	9	\$ 2,330,832
Against	8	1,361,231
Total	17	\$ 3,692,063
% In Favour	53%	63%

As a result, if the Unadmitted Claims were allowed to vote and there were no changes or amendments to the Objected To Claims, the Amended Amended Proposal would not have been approved by the creditors as the value of the claims voting in favour would not have totaled 66 $\frac{2}{3}$ % in value in such a scenario. However, if Mr. Harris withdraws his claim for \$425,000 as the Trustee understands he intends to do, the number and value of the percentage of votes in favour would be 56% and 71%, respectively, and the Amended Amended Proposal would have still been accepted by the requisite majorities.

17. As set out on page two of the Reconvened Meeting Minutes, Mr. Tetreault inquired if a notice had been sent to Greenvolt Energy Corp. (“GEC”). Mr. Tetreault informed the meeting that GEC had previously provided a \$50,000 deposit to MTC that was not returned when an order was not completed. The Trustee responded to Mr. Tetreault by stating that GEC was not listed in the Company’s statement of affairs, and therefore no notice was sent. At the Reconvened General Meeting, Mr. Tetreault advised that he and Mr. Brett Ironside were the directors of GEC, both of which had received notice of and were currently involved in the proposal proceedings. Mr. Tetreault did not make any inquiries regarding GEC with the Trustee prior to the date of the Reconvened General Meeting. As at the date of this Supplemental Report, the Trustee has not received a proof of claim from GEC nor any additional details from Mr. Tetreault and Mr. Ironside in this regard. The affidavit of Mr. Wolfgang Struss dated December 14, 2016 (the “**Second Struss Affidavit**”) indicates in paragraph six and seven that no debt appears to be owing to GEC based on his review of certain financial statements of MTC as well as a settlement of a trade debt owing to GEC by payment of certain deferred compensation in 2005 and 2006 of a director who was also an owner of GEC.
18. Based on the activities described above and in the Reconvened Meeting Minutes and the Trustee’s Court Report, the Trustee is of the view that it acted in an appropriate and impartial manner and in accordance with the BIA in conducting the Reconvened General Meeting, and refutes Mr. Tetreault’s statement that “...*the results of the creditor meeting should be invalidated and disallowed.*”

**D. ASSET VALUATION**

19. Paragraph 3 of the Tetreault Letter states: *“The proposal does not properly value the assets of MicroPlanet, including the IP, tax losses and business opportunities. Deloitte acknowledged that it did not consider the value of the more than \$30 million of tax losses in MicroPlanet and that it was not aware of an offer previously received by MicroPlanet of more than \$1.5 million, which far exceeds the value being provided under the current offer. At the creditors' meeting, representatives of Deloitte conceded that such tax losses would typically have a value of \$0.05 to \$0.20 per dollar of losses, which in the case of MicroPlanet could imply a value of \$1,500,000 to \$6,000,000, which far exceeds the consideration being offered as part of this proposal. MicroPlanet has made no efforts to make use of these tax losses or to structure the proposal in a manner that would allow them to be used in the future. The prior offer from Dominion of more than \$1.5 million was never disclosed to shareholders or creditors prior to the creditor meeting and raises serious issues about the process conducted by MicroPlanet to arrive at the current proposal”.*
20. The Company provided to the Trustee a list of its patents of MI which were set out in Schedule 1 (the **“Valuation of the MI Share”**) to the Trustee’s report on proposal to creditors dated October 4, 2016 (the **“Trustee’s Report to Creditors”**). The Trustee understands that the Company holds six patents in the United States, two patents in China, one patent in the United Kingdom and France and one patent in Germany (the **“Patents”**). The Trustee has the following comments on the Patents and their potential value based on its review and discussions with Management:
- a. The Patents were not assigned any value in the last audited consolidated financial statements for the year ended December 31, 2013 (the **“2013 Financial Statements”**) or the MI internal financial statements as at August 31, 2016;
  - b. MI has incurred significant losses over the past several years which brings into question the value of the Patents;
  - c. The Patents generally expire after 17 years and one of the US patents (the **“Mother Patent”**) expired in 2015 and there is uncertainty as to whether the remaining US or other “sibling” patents stand on their own without the Mother Patent;

- d. The MI technology covered by the Patents requires the proprietary knowledge of certain MI employees for product assembly, meaning they may be of a nominal value to third parties;
  - e. MI is not licensing any of the Patents to third parties; and
  - f. The patents registered in China and Germany are of little value since MI does not sell products in those countries.
21. As a result of the above, the Trustee did not attribute any value to the Patents in a liquidation scenario as outlined in the Valuation of the MI Share.
22. As for the \$30 million of tax losses of the Company and MI (collectively, the “**Tax Losses**”), the Trustee did not include the Tax Losses in its Valuation of the MI Share, but did indicate at the Reconvened General Meeting that tax losses can have some value depending on the situation. The discussion was limited at the Reconvened General Meeting, but the Trustee has reviewed and discussed the Tax Losses in more detail since the Reconvened General Meeting and has the following additional comments:
- a. The Tax Losses appear to be split between both MTC and MI based on the 2012 income tax filings that include approximately \$7.5 million of losses in MTC and USD \$22 million of losses in MI;
  - b. The Tax Losses were not attributed any value in the 2013 Financial Statements;
  - c. Buyers of tax losses are generally looking for larger amounts due to the risks and complex tax rules around tax losses and \$30 million is generally not considered a significant amount for a transaction, especially when they are split between two companies in two different jurisdictions which would also increase the transaction costs;
  - d. Tax losses can be used against future income, subject to various rules, and MI has not made any income for years and may not for several more, as outlined in paragraph 20 of the Trustee’s Report to Creditors;
  - e. There are complex tax rules in Canada and the United States around the use of tax losses after

a change in control or ownership; and

- f. Tax losses are subject to a “grind down” if debt is forgiven as part of a transaction pursuant to “debt forgiveness” rules in Canada and “cancellation of indebtedness income” rules in the United States which negatively impacts the potential value.
23. Based on the above and the more specific factors impacting the Company and MI, the Trustee is of the opinion that the Tax Losses have nominal or no value in a liquidation or going concern scenario.
  24. The Trustee is not certain what Mr. Tetrault is referring to as the value of the business opportunities. However, the Trustee did, in discussions with Management and prior to the Original Proposal being filed, report in the “Assets and Liabilities” section of the Trustee’s Report to the Creditors, the fact that MI had received and was completing the two purchase orders (the “**Purchase Orders**”) with the funding received from Emerald Ventures Inc. (“**EVI**”). Copies of the Purchase Orders were provided to the Trustee prior to the filing of the Original Proposal.
  25. The Trustee and the Company’s counsel sought additional information on the valuation challenges previously raised by Mr. Ironside in his October 20, 2016 letter, but has not received any information in this regard. As a result and based on the above comments, the Trustee’s liquidation value estimate of the MI Assets in the Valuation of the MI Share has not been revised.

#### **E. DISCLOSURE BY THE COMPANY**

26. Paragraph 5 of the Tetreault Letter states: *“The proposal is constructed from the perspective of the subsidiary MicroPlanet, Inc. rather than the parent company, MicroPlanet Technology Corp. and does not provide any opportunity for MicroPlanet Technology Corp. to restructure in a manner that would allow it to make use of the tax losses. During the last two years, MicroPlanet has provided no financial statements and made no disclosure of material facts, as it is required to do as a reporting issuer. It has also failed to hold a shareholders' meeting as it is required to do under the Business Corporation Act (Alberta). In his affidavit, Mr. Struss suggests that MicroPlanet could not provide any disclosure to shareholders due to its insolvency. However, it was able to secure funds necessary to pay the lawyers and trustees in this process in excess of \$50,000. Yet, it could not issue a press*

*release at a cost of a few hundred dollars to advise shareholders of the steps it has taken and the status of its business? This position is untenable and indefensible. The most likely group that would be apt to offer an alternative proposal would be found within those who have invested more than \$30 million to date, yet MicroPlanet and Mr. Struss have failed to provide them with any information that would allow them to do so. MicroPlanet has failed to provide appropriate disclosure about the sales orders and business opportunities available to the business. This complete lack of disclosure, which was not remedied by the Trustee's report, also makes it impossible for creditors or other stakeholders to properly evaluate the adequacy of the proposal. Deloitte acknowledged that it had reviewed internally prepared financial statements of MicroPlanet but such information was not provided to creditors or shareholders. Nor were creditors provided any information about the prior offer for the business or sufficient information about the sales prospects for the Company's products. As such, the creditors did not have the appropriate information when they were asked to vote on the proposal".*

27. The Trustee's Report to the Creditors mailed on October 6, 2016 provided various known information to the creditors of the Company, including the MI Share Valuation. A subsequent notice for the Reconvened General Meeting was sent to the creditors on November 21, 2016 along with the Trustee's Supplemental Report to Creditors. The cover letters sent with these documents provided the Trustee's contact information and invited creditors to contact the Trustee for any further information, which has been provided upon request.
28. The Trustee was not made aware of the previous letter of intent from Dominion in November 2014 for the assets of MI (the "**LOI**"), but further details of the LOI are outlined in paragraph's 79 and 80 of the affidavit of Mr. Struss dated December 5, 2016 (the "**First Struss Affidavit**"). The Trustee has requested a copy of the LOI but it understands that the LOI is subject to a confidentiality agreement. The Trustee also understands from the First Struss Affidavit that, due to MI's financial status and the related risks, the LOI did not proceed.
29. The Trustee did discuss with Management the option of conducting a formal sales process for the MI assets, but Management decided not to undertake such a process. The Trustee is not certain if a sales process would result in a better recovery to the creditors than the Amended Amended Proposal for the following reasons:

- a. MI is insolvent and has been unable to become profitable, raise funds or restructure despite the efforts of Mr. Struss as outlined in paragraphs 23 to 29 of the First Struss Affidavit and paragraph 10 of the Second Struss Affidavit;
  - b. The LOI is two years old and, given MI's financial challenges, the Trustee is of the view that the liquidation value of the assets of MI have materially decreased in the intervening period;
  - c. The liquidation value of the assets is nominal and not enough to cover the secured debt of EVI, but there may be strategic or other buyers that may offer more than the Amended Amended Proposal;
  - d. Sales processes take time and funding to conduct and may not result in a better outcome to the creditors than the Amended Amended Proposal;
  - e. The existing shareholders may be logical buyers, but the Trustee understands that no formal offers have been made to date despite the assertions by some that the value of MI assets are much higher than that estimated by the Trustee; and
  - f. The Trustee understands that the Company has not been approached by any other interested parties to date, although offers have not been formally solicited.
30. The Trustee cannot say with certainty whether an improved offer would be received through a formal sales process and not all of the details of the LOI are known due to confidentiality reasons. However, based upon the above-referenced information, there are no objective indicators that such a process is warranted in light of the cost of such a process and the time it would take to run, when balanced with the nature of the assets.

#### **F. PRIOR OFFERS AND OTHER ALTERNATIVES**

31. Paragraph 8 of the Tetreault Letter states: *"The Trustee, Deloitte, has also failed to make adequate investigations into the facts surrounding this proposal and to seek alternative proposals. Deloitte acknowledged at the creditors' meeting that it did not consider the tax losses, was unaware of a prior offer of \$1.5 million for the assets and was not aware of all of the sales orders received by*

*MicroPlanet. These are material facts that should have been known by them and provided to creditors before asking them to vote on the proposal. Deloitte assigned a value to the MTC assets of US \$31,179 without considering that more than \$30 million had been invested by shareholders and that a prior offer of \$1.5 million had been received. Deloitte suggests the proposal is "reasonable" yet has made no efforts to determine the true value of these assets or if there are alternate proposals that might be made by other interested parties. How can the trustee and MicroPlanet make the assertion that this is higher than would be received in a bankruptcy, when no meaningful effort has been made by either of them to seek alternative proposals?"*

32. The issues raised above have been previously addressed by the Trustee in this report.

#### **CONCLUSION**

33. This report has been prepared to provide the Court with the Trustee's responses and comments in regards to certain matters set out in the Tetreault Letter and to provide additional information with respect to the Company's proposal proceedings. The Trustee's recommendation on the Amended Amended Proposal remains unchanged.

Dated at Calgary, this 14<sup>th</sup> day December, 2016.

**DELOITTE RESTRUCTURING INC.,**  
In its capacity as Trustee under the  
Amended Amended Proposal of  
MicroPlanet Technology Corp.,  
and not in its personal capacity



Per:  
Jeff Keeble, CPA, CA, CIRP, LIT, CBV  
Senior Vice-President



# Appendix 1

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# Cole Harris Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-2172984  
Estate No. 25-2172984

FORM 31  
Proof of Claim  
In the matter of the AMENDED proposal  
of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

COLE HARRIS 104 8826 BLACKFOOT TRAIL SE  
CALGARY, AB T2J 3J1

In the matter of the AMENDED proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of COLE HARRIS, creditor.

I, COLE HARRIS (name of creditor or representative of the creditor), of the city of CALGARY in the province of ALBERTA do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the proposal, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 425,000, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ 425,000

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have no/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 1 day of Dec, 2016

[Signature]  
Witness

[Signature]  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.


District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-2172984  
Estate No. 25-2172984

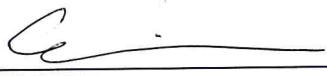
Proxy / Voting letter  
In the matter of the  
AMENDED proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby appoint  
\_\_\_\_\_, of \_\_\_\_\_, to be my proxyholder in  
the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without) power to appoint another  
proxyholder in his or her place.

I, COLE HARRIS, creditor (or I, \_\_\_\_\_, representative of  
\_\_\_\_\_, creditor), of CALGARY, AB, a creditor in the above matter for the sum of  
\$ 425,000, hereby request the trustee acting with respect to the AMENDED proposal of  
MicroPlanet Technology Corp., to record my vote AGAINST (for or against) the acceptance of the  
AMENDED proposal as made on the 21<sup>st</sup> day of  
November, 2016.

Dated at Calgary, AB, this 1 day of DEC, 2016.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Deloitte Restructuring Inc.  
Per:

\_\_\_\_\_  
Jeff Keeble - Licensed Insolvency Trustee  
700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
Email: calgaryrestructuring@deloitte.ca



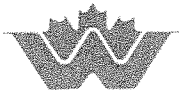












**VALIANT TRUST**

Canadian Western Bank Group

August 25, 2011

**Cole Harris**

7027 Kenossee Place SW

Calgary, AB T2V 2L6

Dear Mr. Harris:

**Re: Microplanet Technology Corp.  
Treasury Direction Dated May 17, 2011**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25498	Cole Harris	28,337

Yours truly,

Valiant Trust Company

Enclosure



UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE 14 NOVEMBER 2011.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL 14 NOVEMBER 2011.

THE WARRANTS REPRESENTED BY THIS CERTIFICATE WILL BE VOID AND OF NO VALUE IF NOT EXERCISED PRIOR TO 4:00 P.M. (SEATTLE TIME) ON 11 JULY 2013.

**WARRANT CERTIFICATE**

**MICROPLANET TECHNOLOGY CORP.**

(Incorporated under the laws of the Province of Alberta)

WARRANT CERTIFICATE  
NO. 2011-025

500,000 WARRANTS entitling the holder to acquire, subject to adjustment, one (1) Common Share for each whole Warrant represented hereby.

THIS IS TO CERTIFY THAT: Cole Harris

(the "Warrantholder") is entitled to acquire, for each Warrant represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Warrants of MicroPlanet Technology Corp." appended as Schedule 1 hereto and forming a part hereof, at any time and from time to time until 4:00 p.m. (Seattle time) on 11 July 2013 (the "Expiry Time"), one (1) fully paid and non-assessable common share ("Common Share") in the capital of MicroPlanet Technology Corp. (the "Corporation").


The Warrants represented by this certificate may only be exercised at the principal office of the Corporation at 15530 Woodinville Redmond Road NE, #B100, Woodinville, WA 98072 upon surrender of this certificate with the Subscription Form on the reverse side hereof duly completed and executed, and a certified cheque or bank draft payable to or to the order of the Corporation, at par in Seattle, Washington for the full purchase price of the Common Shares so subscribed for.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed by a duly authorized officer.

DATED for reference this 12<sup>th</sup> day of July 2011.

**MICROPLANET TECHNOLOGY CORP.**

Per:

  
Kurt C. Maass  
Chief Financial Officer

**IMPORTANT: SEE "TERMS AND CONDITIONS OF WARRANTS OF MICROPLANET TECHNOLOGY CORP." ATTACHED AS SCHEDULE 1 HERETO**

(reverse side of Warrant Certificate)

**SUBSCRIPTION FORM**

TO: MICROPLANET TECHNOLOGY CORP.

The undersigned holder of the within Warrants hereby irrevocably subscribes for \_\_\_\_\_ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Warrant Certificate at the subscription price of \$15 per share for each one (1) Warrant exercised hereby, and encloses herewith a certified cheque or bank draft payable to or to the order of MICROPLANET TECHNOLOGY CORP. for the full subscription price for the Common Shares so subscribed for.

The Common Shares are to be issued as follows:

Name: \_\_\_\_\_

Address in full: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature Guaranteed \_\_\_\_\_



Signature of Warrantholder (to be the same as the name that appears on the face of this Warrant Certificate)

Name of Warrantholder (please print) \_\_\_\_\_

Address of Warrantholder (please print) \_\_\_\_\_

**TRANSFER FORM**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to \_\_\_\_\_ of \_\_\_\_\_ (print name and address of assignee), \_\_\_\_\_ Warrants of MICROPLANET TECHNOLOGY CORP., registered in the name of the undersigned represented by the within Warrant Certificate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature Guaranteed \_\_\_\_\_

\_\_\_\_\_  
Signature of Warrantholder (to be the same as the name that appears on the face of this Warrant Certificate)

\_\_\_\_\_  
Name of Warrantholder (please print)

\_\_\_\_\_  
Address of Warrantholder (please print)

**Instructions:**

If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Warrant Certificate, the signature of such Warrantholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Warrantholder must pay any applicable transfer taxes or fees.

If the Subscription Form or Transfer Form is signed by a trustee, exercise, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Warrant Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

**Warrants shall only be transferable in accordance with applicable securities laws and stock exchange restrictions.**

**SCHEDULE 1**

**TERMS AND CONDITIONS OF WARRANTS  
OF MICROPLANET TECHNOLOGY CORP.**

Terms and Conditions attached to the Warrants issued by MicroPlanet Technology Corp. and dated for reference 18 November 2010.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) **"Business Day"** means a day other than a Saturday, Sunday or a statutory holiday in Seattle, Washington;
- (b) **"Common Shares"** means the common shares in the capital of the Corporation;
- (c) **"Corporation"** means MicroPlanet Technology Corp. and its successors;
- (d) **"Exchange"** means the stock exchange on which the Common Shares are listed;
- (e) **"Exercise Price"** means the price of \$.15 per Common Share, expressed in lawful money of Canada, subject to adjustment in accordance with Article 4 hereof;
- (f) **"Expiry Time"** means 4:00 p.m. (Seattle time) on 11 July 2013 or such other time as may be determined in accordance with Section 3.8 or Section 5.2, subject to adjustment in accordance with Article 4 hereof;
- (g) **"herein", "hereby"** and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression "Article", "Section" and "subsection" followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;
- (h) **"person"** includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;
- (i) **"Purchase Price"** shall mean, for any exercise of Warrants, the aggregate consideration payable to the Corporation by the Warrantholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price multiplied by the number of Warrants so exercised at such time;
- (j) **"Warrantholder"** means the registered holder of the Warrants;
- (k) **"Warrants"** means the warrants to acquire Common Shares evidenced by the Warrant Certificate;
- (l) **"Warrant Certificate"** means the certificate to which these Terms and Conditions are attached; and

- (m) words importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders.

## 1.2 Interpretation Not Affected by Headings

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

## 1.3 Applicable Law

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Warrantheader and the Corporation hereunder shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The Warrantheader attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters and disputes arising hereunder.

# ARTICLE 2 EXERCISE OF WARRANTS

## 2.1 Method of Exercise

The right to purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Warrantheader delivering to the Corporation at its principal office: (i) the Warrant Certificate with the subscription form printed on the reverse side thereof duly completed and executed; and (ii) a certified cheque or bank draft payable to or to the order of the Corporation, at par in Woodinville, Washington for the full amount of the Purchase Price, in lawful money of Canada. The Warrant Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

## 2.2 Effect of Exercise

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares so subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and free of all liens, charges and encumbrances and the Warrantheader will become the holder of record of such Common Shares effective as of the date of such delivery and payment, and the Corporation will use its commercially reasonable efforts to cause a certificate for the Common Shares purchased to be mailed to the Warrantheader within ten (10) Business Days thereafter, at the address set forth in the delivery instructions provided by the Warrantheader in the Subscription Form.

## 2.3 Partial Exercise

The Warrantheader may subscribe for and purchase a number of Common Shares less than the total number of Common Shares that the Warrantheader is entitled to purchase hereunder, in which event the Corporation shall cause a certificate representing the balance of the Warrants not exercised by the Warrantheader to be mailed to the Warrantheader at the address set forth in the delivery instructions provided by the Warrantheader in the Subscription Form printed on the reverse side of the Warrant Certificate; *provided however*, that no fewer than one thousand (1,000) Warrants may be exercised by the Warrantheader at any one time, unless at the time of exercise the number of Warrants held by the Warrantheader is less than one thousand (1,000), in which case the Warrantheader may exercise such lesser number of Warrants.

## 2.4 Expiration

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Warrants shall be void and of no effect whatsoever.

## **2.5 Fractional Interests**

The Corporation shall not be required to issue fractional Common Shares or scrip representing fractional shares on the exercise of any Warrants. If more than one Warrant shall be presented by the Warrantholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Warrants so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Warrants, the Corporation shall pay to the Warrantholder an amount in cash equal to the closing price of the Common Shares on the Exchange on the day prior to the date on which the Warrants are presented for exercise multiplied by such fraction; *provided, however, that* the Corporation shall not be required to make any payment, calculated as aforesaid, that is less than ten dollars (\$10.00).

## **ARTICLE 3 GENERAL**

### **3.1 Reservation of Sufficient Common Shares**

For so long as the Warrants remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Warrants such number of authorized but unissued Common Shares or other shares in the capital of the Corporation as will be required to satisfy in full the acquisition rights of the Warrantholder pursuant to the Warrants.

### **3.2 Additional Securities**

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

### **3.3 Lost, Stolen, Destroyed or Mutilated Warrant Certificates**

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Warrant Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation, or, in the case of mutilation, upon surrender and cancellation of such Warrant Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant Certificate, a new Warrant Certificate of like tenor and representing the same number of Warrants. The Warrantholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

### **3.4 Warrantholder Not a Shareholder**

The Warrants represented hereby shall not constitute the Warrantholder a shareholder of the Corporation, nor entitle the Warrantholder to any right or interest (including, without limitation, voting rights) as a shareholder of the Corporation. For greater certainty, Warrants represented hereby shall not entitle the Warrantholder to any voting rights whatsoever in the affairs of the Corporation.

### **3.5 Notice to Regulatory Authorities**

The Corporation will give written notice of the issuance of any Common Shares pursuant to the exercise of Warrants, in such detail as may be required, to each stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.



### 3.6 Legends

If, at the time of the exercise of the Warrants, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation will endorse the certificates representing such Common Shares to such effect.

### 3.7 Transfer Taxes

The Corporation shall pay any and all transfer taxes (if any) that may be payable in respect of the issuance or delivery of Common Shares upon the exercise of the Warrants; *provided, however, that* the Corporation shall not be required to pay any such tax or taxes that may be payable in respect of the issuance or delivery of any certificates for Common Shares issued upon the exercise of the Warrants in the name of a person or persons other than the Warrantheader.

## ARTICLE 4 ADJUSTMENTS

### 4.1 Adjustment of Subscription Rights

The number of Common Shares that a Warrantheader may purchase upon the proper exercise of a Warrant, or the property that a Warrantheader may receive in lieu thereof, shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the date hereof but prior to the Expiry Time. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and made pursuant to another provision of this Article 4 on account of the same facts or events.

### 4.2 Share Dividends, Subdivisions or Consolidations

If, at any time after the date hereof but prior to the Expiry Time, the Corporation shall:

- (a) subdivide the outstanding Common Shares into a larger number of Common Shares;
- (b) combine or consolidate the outstanding Common Shares into a smaller number of Common Shares; or
- (c) make any distribution payable in Common Shares to the holders of all or substantially all of the outstanding Common Shares,

(any of such events referred to in paragraphs (a), (b) or (c) above being a "Adjustment Event"), then the number of Common Shares purchasable upon the exercise of any Warrants shall be adjusted so that the Warrantheader shall thereafter be entitled to receive upon such exercise, and shall be required to accept as consideration for the Purchase Price paid to the Corporation in connection with such exercise, in lieu of the number of Common Shares (the "Pre-Adjustment Shares") that such Warrantheader would have received had he exercised such Warrants prior to the effective date of the Adjustment Event, the number of Common Shares that such Warrantheader would have been entitled to receive as a result of such Adjustment Event if, on the effective date thereof, he had been the registered holder of the Pre-Adjustment Shares. Any adjustment made pursuant to this subsection shall become effective immediately after the effective date of the Adjustment Event and shall be retroactive to the record date, if any, on which the holders of the Common Shares are determined for the purposes of the Adjustment Event.

### 4.3 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of a Warrant shall be required under Section 4.1 above unless such adjustment would require an increase or decrease of at

least two percent (2%) in the number of Common Shares purchasable upon the exercise of each Warrant; *provided, however, that* any adjustments which by reason of this Section 4.3 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-hundredth of a Common Share.

#### 4.4 Reorganization

If, at any time after the date hereof but prior to the Expiry Time, the Corporation shall:

- (a) reclassify or change the Common Shares then outstanding into other shares or securities of the Corporation; or
- (b) merge, amalgamate or consolidate into another person;

(any of such events referred to in paragraphs (a) or (b) above being a "Reorganization"), and pursuant to the terms of such Reorganization securities of the Corporation or of the successor person are to be received by or distributed to the holders of Common Shares, then the Corporation shall provide that a Warrantholder shall thereafter have the right to receive, upon proper exercise of any Warrants, and shall be required to accept as consideration for the Purchase Price paid to the Corporation in connection with such exercise, in lieu of the number of Common Shares (the "Pre-Reorganization Shares") that such Warrantholder would have received had he exercised such Warrants prior to the effective date of the Reorganization, the kind and number of such other securities of the Corporation or of the successor person that such Warrantholder would have been entitled to receive as a result of such Reorganization if, on the effective date thereof, he had been the registered holder of the Pre-Reorganization Shares. Any adjustment made pursuant to this subsection shall become effective immediately after the effective date of the Reorganization and shall be retroactive to the record date, if any, on which the holders of the Common Shares are determined for the purposes of the Reorganization.

- (c) The Corporation shall not enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation (herein called a "**successor corporation**") whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless prior to or contemporaneously with the consummation of such transaction the Corporation and the successor corporation shall have executed such instruments and done such things as, in the opinion of counsel, are necessary or advisable to establish that upon the consummation of such transaction:
  - (i) the successor corporation will have assumed all the covenants and obligations of the Corporation under this Warrant, and
  - (ii) the Warrant will be a valid and binding obligation of the successor corporation entitling the Warrantholder, as against the successor corporation, to all the rights of the Warrantholder under this Warrant.
- (d) Whenever the conditions of subsection 4.4(c) shall have been duly observed and performed the successor corporation shall possess, and from time to time may exercise, each and every right and power of the Corporation under this Warrant in the name of the Corporation or otherwise and any act or proceeding by any provision hereof required to be done or performed by any director or officer of the Corporation may be done and performed with like force and effect by the like directors or officers of the successor corporation.

#### 4.5 Other Actions Affecting Common Shares

If at any time after the date hereof the Corporation shall take any action affecting its Common Shares, other than an action described in Section 4.2 or Section 4.4, that, in the reasonable opinion of the board of directors of the Corporation, would materially adversely affect the rights of the holders of the Warrants,

then the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall, subject to receipt by the Corporation of all required approvals from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, be adjusted in such manner and at such time as the board of directors of the Corporation may determine, in their sole discretion, to be equitable in the circumstances. Failure of the board of directors of the Corporation to make an adjustment in accordance with this Section 4.5 shall be conclusive evidence that the directors have determined that it is equitable to make no adjustment in the circumstances. In the event that any such adjustment is made, the Corporation shall deliver a notice to the Warrantholder in accordance with Section 4.10.

#### **4.6 Exception**

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be made in respect of any event or circumstance described in this Article 4 if the Warrantholder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Warrantholder had exercised his Warrants on or before the effective date or record date of such event or circumstance.

#### **4.7 Abandonment after Record Date**

If the Corporation sets a record date as at which the holders of the Common Shares are to be determined for the purposes of an Adjustment Event, a Reorganization Event or any other action or event in respect of which an adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be made under Article 4, but legally abandons such action or event prior to completion thereof, then no adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be required by reason of the setting of such record date.

#### **4.8 No Adjustments for Other Transactions or Events**

Notwithstanding anything contained herein, neither the number of Common Shares purchasable upon the exercise of a Warrant nor the Exercise Price thereof shall be adjusted or be subject to adjustment as a result of:

- (a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, phantom stock plan, stock appreciation rights plan, or other deferred, share or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;
- (b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or
- (c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

#### **4.9 Proceedings Prior to any Action Requiring Adjustment**

As a condition precedent to the taking of any action that would require an adjustment pursuant to this Article 4, the Corporation shall take all such action as may, in the opinion of the Corporation and its legal counsel, be necessary or advisable in order that the Corporation may validly and legally issue as fully paid and non-assessable all Common Shares or other securities of the Corporation that the Warrantholder is entitled to receive upon the full exercise of his Warrants in accordance with the provisions hereof.

**4.10 Notice of Adjustment of Exercise Price and Subscription Rights**

- (a) At least fifteen (15) days prior to the effective date or record date, as the case may be, of any event that requires or might require an adjustment pursuant to this Article 4, the Corporation shall give notice to the Warranholder of the particulars of such event and, if determinable, the required adjustment.
- (b) In the event that any adjustment for which the notice of adjustment referred to in paragraph (a) above has been given is not then determinable, the Corporation will give notice to the Warranholder of the required adjustment promptly after such adjustment is determinable.

**ARTICLE 5  
AMENDMENTS**

**5.1 Amendments Generally**

Subject to Section 5.2, the terms of the Warrants represented by the Warrant Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by Warranholders representing a majority of the Warrants outstanding as at the date of amendment. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities.

**5.2 Extension of Expiry Time**

Subject to applicable securities legislation and receipt by the Corporation of all required approvals from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, the Corporation may, at its option, at any time during the term of the Warrants, extend the Expiry Time to such time as the board of the directors of the Corporation may consider appropriate.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE 14 NOVEMBER 2011.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL 14 NOVEMBER 2011.

THE WARRANTS REPRESENTED BY THIS CERTIFICATE WILL BE VOID AND OF NO VALUE IF NOT EXERCISED PRIOR TO 4:00 P.M. (SEATTLE TIME) ON 11 JULY 2013.

WARRANT CERTIFICATE

**MICROPLANET TECHNOLOGY CORP.**

(Incorporated under the laws of the Province of Alberta)

WARRANT CERTIFICATE  
NO. 2011-045

500,000 WARRANTS entitling the holder to acquire, subject to adjustment, one (1) Common Share for each whole Warrant represented hereby.

THIS IS TO CERTIFY THAT: Cole Harris

(the "Warrantholder") is entitled to acquire, for each Warrant represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Warrants of MicroPlanet Technology Corp." appended as Schedule 1 hereto and forming a part hereof, at any time and from time to time until 4:00 p.m. (Seattle time) on 11 July 2013 (the "Expiry Time"), one (1) fully paid and non-assessable common share ("Common Share") in the capital of MicroPlanet Technology Corp. (the "Corporation").

The Warrants represented by this certificate may only be exercised at the principal office of the Corporation at 15530 Woodinville Redmond Road NE, #B100, Woodinville, WA 98072 upon surrender of this certificate with the Subscription Form on the reverse side hereof duly completed and executed, and a certified cheque or bank draft payable to or to the order of the Corporation, at par in Seattle, Washington for the full purchase price of the Common Shares so subscribed for.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed by a duly authorized officer.

DATED for reference this 12<sup>th</sup> day of July 2011.

MICROPLANET TECHNOLOGY CORP.

Per:



Kurt C. Maass  
Chief Financial Officer

**IMPORTANT: SEE "TERMS AND CONDITIONS OF WARRANTS OF MICROPLANET TECHNOLOGY CORP." ATTACHED AS SCHEDULE 1 HERETO**

(reverse side of Warrant Certificate)

**SUBSCRIPTION FORM**


TO: MICROPLANET TECHNOLOGY CORP.

The undersigned holder of the within Warrants hereby irrevocably subscribes for \_\_\_\_\_ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Warrant Certificate at the subscription price of \$.15 per share for each one (1) Warrant exercised hereby, and encloses herewith a certified cheque or bank draft payable to or to the order of MICROPLANET TECHNOLOGY CORP. for the full subscription price for the Common Shares so subscribed for.

The Common Shares are to be issued as follows:

Name: \_\_\_\_\_  
Address in full: \_\_\_\_\_  
Social Insurance Number: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
Signature of Warrantholder (to be the same as the name that appears on the face of this Warrant Certificate)

Signature Guaranteed \_\_\_\_\_

Name of Warrantholder (please print) \_\_\_\_\_

Address of Warrantholder (please print) \_\_\_\_\_

**TRANSFER FORM**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to \_\_\_\_\_ of \_\_\_\_\_ (print name and address of assignee), \_\_\_\_\_ Warrants of MICROPLANET TECHNOLOGY CORP. registered in the name of the undersigned represented by the within Warrant Certificate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature Guaranteed \_\_\_\_\_

Signature of Warrantholder (to be the same as the name that appears on the face of this Warrant Certificate) \_\_\_\_\_

Name of Warrantholder (please print) \_\_\_\_\_

Address of Warrantholder (please print) \_\_\_\_\_

**Instructions:**

If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Warrant Certificate, the signature of such Warrantholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Warrantholder must pay any applicable transfer taxes or fees.

If the Subscription Form or Transfer Form is signed by a trustee, exercise, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Warrant Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

**Warrants shall only be transferable in accordance with applicable securities laws and stock exchange restrictions.**

**SCHEDULE 1**

**TERMS AND CONDITIONS OF WARRANTS  
OF MICROPLANET TECHNOLOGY CORP.**

Terms and Conditions attached to the Warrants issued by MicroPlanet Technology Corp. and dated for reference 18 November 2010.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) **"Business Day"** means a day other than a Saturday, Sunday or a statutory holiday in Seattle, Washington;
- (b) **"Common Shares"** means the common shares in the capital of the Corporation;
- (c) **"Corporation"** means MicroPlanet Technology Corp. and its successors;
- (d) **"Exchange"** means the stock exchange on which the Common Shares are listed;
- (e) **"Exercise Price"** means the price of \$.15 per Common Share, expressed in lawful money of Canada, subject to adjustment in accordance with Article 4 hereof;
- (f) **"Expiry Time"** means 4:00 p.m. (Seattle time) on 11 July 2013 or such other time as may be determined in accordance with Section 3.8 or Section 5.2, subject to adjustment in accordance with Article 4 hereof;
- (g) **"herein", "hereby"** and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression "Article", "Section" and "subsection" followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;
- (h) **"person"** includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;
- (i) **"Purchase Price"** shall mean, for any exercise of Warrants, the aggregate consideration payable to the Corporation by the Warranholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price multiplied by the number of Warrants so exercised at such time;
- (j) **"Warranholder"** means the registered holder of the Warrants;
- (k) **"Warrants"** means the warrants to acquire Common Shares evidenced by the Warrant Certificate;
- (l) **"Warrant Certificate"** means the certificate to which these Terms and Conditions are attached; and



- (m) words importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders.

## **1.2 Interpretation Not Affected by Headings**

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

## **1.3 Applicable Law**

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Warrantholder and the Corporation hereunder shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The Warrantholder attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters and disputes arising hereunder.

# **ARTICLE 2 EXERCISE OF WARRANTS**

## **2.1 Method of Exercise**

The right to purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Warrantholder delivering to the Corporation at its principal office: (i) the Warrant Certificate with the subscription form printed on the reverse side thereof duly completed and executed; and (ii) a certified cheque or bank draft payable to or to the order of the Corporation, at par in Woodinville, Washington for the full amount of the Purchase Price, in lawful money of Canada. The Warrant Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

## **2.2 Effect of Exercise**

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares so subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and free of all liens, charges and encumbrances and the Warrantholder will become the holder of record of such Common Shares effective as of the date of such delivery and payment, and the Corporation will use its commercially reasonable efforts to cause a certificate for the Common Shares purchased to be mailed to the Warrantholder within ten (10) Business Days thereafter, at the address set forth in the delivery instructions provided by the Warrantholder in the Subscription Form.

## **2.3 Partial Exercise**

The Warrantholder may subscribe for and purchase a number of Common Shares less than the total number of Common Shares that the Warrantholder is entitled to purchase hereunder, in which event the Corporation shall cause a certificate representing the balance of the Warrants not exercised by the Warrantholder to be mailed to the Warrantholder at the address set forth in the delivery instructions provided by the Warrantholder in the Subscription Form printed on the reverse side of the Warrant Certificate; *provided however*, that no fewer than one thousand (1,000) Warrants may be exercised by the Warrantholder at any one time, unless at the time of exercise the number of Warrants held by the Warrantholder is less than one thousand (1,000), in which case the Warrantholder may exercise such lesser number of Warrants.

## **2.4 Expiration**

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Warrants shall be void and of no effect whatsoever.

## **2.5 Fractional Interests**

The Corporation shall not be required to issue fractional Common Shares or scrip representing fractional shares on the exercise of any Warrants. If more than one Warrant shall be presented by the Warrantholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Warrants so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Warrants, the Corporation shall pay to the Warrantholder an amount in cash equal to the closing price of the Common Shares on the Exchange on the day prior to the date on which the Warrants are presented for exercise multiplied by such fraction; *provided, however, that* the Corporation shall not be required to make any payment, calculated as aforesaid, that is less than ten dollars (\$10.00).

## **ARTICLE 3 GENERAL**

### **3.1 Reservation of Sufficient Common Shares**

For so long as the Warrants remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Warrants such number of authorized but unissued Common Shares or other shares in the capital of the Corporation as will be required to satisfy in full the acquisition rights of the Warrantholder pursuant to the Warrants.

### **3.2 Additional Securities**

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

### **3.3 Lost, Stolen, Destroyed or Mutilated Warrant Certificates**

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Warrant Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation, or, in the case of mutilation, upon surrender and cancellation of such Warrant Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant Certificate, a new Warrant Certificate of like tenor and representing the same number of Warrants. The Warrantholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

### **3.4 Warrantholder Not a Shareholder**

The Warrants represented hereby shall not constitute the Warrantholder a shareholder of the Corporation, nor entitle the Warrantholder to any right or interest (including, without limitation, voting rights) as a shareholder of the Corporation. For greater certainty, Warrants represented hereby shall not entitle the Warrantholder to any voting rights whatsoever in the affairs of the Corporation.

### **3.5 Notice to Regulatory Authorities**

The Corporation will give written notice of the issuance of any Common Shares pursuant to the exercise of Warrants, in such detail as may be required, to each stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.

### 3.6 Legends

If, at the time of the exercise of the Warrants, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation will endorse the certificates representing such Common Shares to such effect.

### 3.7 Transfer Taxes

The Corporation shall pay any and all transfer taxes (if any) that may be payable in respect of the issuance or delivery of Common Shares upon the exercise of the Warrants; *provided, however, that* the Corporation shall not be required to pay any such tax or taxes that may be payable in respect of the issuance or delivery of any certificates for Common Shares issued upon the exercise of the Warrants in the name of a person or persons other than the Warrantholder.

## ARTICLE 4 ADJUSTMENTS

### 4.1 Adjustment of Subscription Rights

The number of Common Shares that a Warrantholder may purchase upon the proper exercise of a Warrant, or the property that a Warrantholder may receive in lieu thereof, shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the date hereof but prior to the Expiry Time. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and made pursuant to another provision of this Article 4 on account of the same facts or events.

### 4.2 Share Dividends, Subdivisions or Consolidations

If, at any time after the date hereof but prior to the Expiry Time, the Corporation shall:

- (a) subdivide the outstanding Common Shares into a larger number of Common Shares;
- (b) combine or consolidate the outstanding Common Shares into a smaller number of Common Shares; or
- (c) make any distribution payable in Common Shares to the holders of all or substantially all of the outstanding Common Shares,

(any of such events referred to in paragraphs (a), (b) or (c) above being a "Adjustment Event"), then the number of Common Shares purchasable upon the exercise of any Warrants shall be adjusted so that the Warrantholder shall thereafter be entitled to receive upon such exercise, and shall be required to accept as consideration for the Purchase Price paid to the Corporation in connection with such exercise, in lieu of the number of Common Shares (the "Pre-Adjustment Shares") that such Warrantholder would have received had he exercised such Warrants prior to the effective date of the Adjustment Event, the number of Common Shares that such Warrantholder would have been entitled to receive as a result of such Adjustment Event if, on the effective date thereof, he had been the registered holder of the Pre-Adjustment Shares. Any adjustment made pursuant to this subsection shall become effective immediately after the effective date of the Adjustment Event and shall be retroactive to the record date, if any, on which the holders of the Common Shares are determined for the purposes of the Adjustment Event.

### 4.3 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of a Warrant shall be required under Section 4.1 above unless such adjustment would require an increase or decrease of at

least two percent (2%) in the number of Common Shares purchasable upon the exercise of each Warrant; *provided, however, that* any adjustments which by reason of this Section 4.3 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-hundredth of a Common Share.

#### 4.4 Reorganization

If, at any time after the date hereof but prior to the Expiry Time, the Corporation shall:

- (a) reclassify or change the Common Shares then outstanding into other shares or securities of the Corporation; or
- (b) merge, amalgamate or consolidate into another person;

(any of such events referred to in paragraphs (a) or (b) above being a "Reorganization"), and pursuant to the terms of such Reorganization securities of the Corporation or of the successor person are to be received by or distributed to the holders of Common Shares, then the Corporation shall provide that a Warrantholder shall thereafter have the right to receive, upon proper exercise of any Warrants, and shall be required to accept as consideration for the Purchase Price paid to the Corporation in connection with such exercise, in lieu of the number of Common Shares (the "Pre-Reorganization Shares") that such Warrantholder would have received had he exercised such Warrants prior to the effective date of the Reorganization, the kind and number of such other securities of the Corporation or of the successor person that such Warrantholder would have been entitled to receive as a result of such Reorganization if, on the effective date thereof, he had been the registered holder of the Pre-Reorganization Shares. Any adjustment made pursuant to this subsection shall become effective immediately after the effective date of the Reorganization and shall be retroactive to the record date, if any, on which the holders of the Common Shares are determined for the purposes of the Reorganization.

- (c) The Corporation shall not enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation (herein called a "**successor corporation**") whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless prior to or contemporaneously with the consummation of such transaction the Corporation and the successor corporation shall have executed such instruments and done such things as, in the opinion of counsel, are necessary or advisable to establish that upon the consummation of such transaction:
  - (i) the successor corporation will have assumed all the covenants and obligations of the Corporation under this Warrant, and
  - (ii) the Warrant will be a valid and binding obligation of the successor corporation entitling the Warrantholder, as against the successor corporation, to all the rights of the Warrantholder under this Warrant.
- (d) Whenever the conditions of subsection 4.4(c) shall have been duly observed and performed the successor corporation shall possess, and from time to time may exercise, each and every right and power of the Corporation under this Warrant in the name of the Corporation or otherwise and any act or proceeding by any provision hereof required to be done or performed by any director or officer of the Corporation may be done and performed with like force and effect by the like directors or officers of the successor corporation.

#### 4.5 Other Actions Affecting Common Shares

If at any time after the date hereof the Corporation shall take any action affecting its Common Shares, other than an action described in Section 4.2 or Section 4.4, that, in the reasonable opinion of the board of directors of the Corporation, would materially adversely affect the rights of the holders of the Warrants,

then the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall, subject to receipt by the Corporation of all required approvals from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, be adjusted in such manner and at such time as the board of directors of the Corporation may determine, in their sole discretion, to be equitable in the circumstances. Failure of the board of directors of the Corporation to make an adjustment in accordance with this Section 4.5 shall be conclusive evidence that the directors have determined that it is equitable to make no adjustment in the circumstances. In the event that any such adjustment is made, the Corporation shall deliver a notice to the Warrantholder in accordance with Section 4.10.

#### **4.6 Exception**

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be made in respect of any event or circumstance described in this Article 4 if the Warrantholder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Warrantholder had exercised his Warrants on or before the effective date or record date of such event or circumstance.

#### **4.7 Abandonment after Record Date**

If the Corporation sets a record date as at which the holders of the Common Shares are to be determined for the purposes of an Adjustment Event, a Reorganization Event or any other action or event in respect of which an adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be made under Article 4, but legally abandons such action or event prior to completion thereof, then no adjustment in the number of Common Shares purchasable upon the exercise of a Warrant or the Exercise Price thereof shall be required by reason of the setting of such record date.

#### **4.8 No Adjustments for Other Transactions or Events**

Notwithstanding anything contained herein, neither the number of Common Shares purchasable upon the exercise of a Warrant nor the Exercise Price thereof shall be adjusted or be subject to adjustment as a result of:

- (a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, phantom stock plan, stock appreciation rights plan, or other deferred, share or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;
- (b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or
- (c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

#### **4.9 Proceedings Prior to any Action Requiring Adjustment**

As a condition precedent to the taking of any action that would require an adjustment pursuant to this Article 4, the Corporation shall take all such action as may, in the opinion of the Corporation and its legal counsel, be necessary or advisable in order that the Corporation may validly and legally issue as fully paid and non-assessable all Common Shares or other securities of the Corporation that the Warrantholder is entitled to receive upon the full exercise of his Warrants in accordance with the provisions hereof.

**4.10 Notice of Adjustment of Exercise Price and Subscription Rights**

- (a) At least fifteen (15) days prior to the effective date or record date, as the case may be, of any event that requires or might require an adjustment pursuant to this Article 4, the Corporation shall give notice to the Warrantholder of the particulars of such event and, if determinable, the required adjustment.
- (b) In the event that any adjustment for which the notice of adjustment referred to in paragraph (a) above has been given is not then determinable, the Corporation will give notice to the Warrantholder of the required adjustment promptly after such adjustment is determinable.

**ARTICLE 5  
AMENDMENTS**

**5.1 Amendments Generally**

Subject to Section 5.2, the terms of the Warrants represented by the Warrant Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by Warrantholders representing a majority of the Warrants outstanding as at the date of amendment. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities.

**5.2 Extension of Expiry Time**

Subject to applicable securities legislation and receipt by the Corporation of all required approvals from the Exchange, any other stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, the Corporation may, at its option, at any time during the term of the Warrants, extend the Expiry Time to such time as the board of the directors of the Corporation may consider appropriate.

August 3, 2011

**Cole Harris**  
7027 Kenossee Place S.W.  
Calgary, Alberta  
T2V 2Z6

Dear Mr. Harris:

**Re: Microplanet Technology Corp.  
Treasury Direction Dated July 28, 2011**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25465	Cole Harris	500,000

Yours truly,

Valiant Trust Company

Enclosure



August 3, 2011

**Cole Harris**  
7027 Kenosee Place S.W.  
Calgary, Alberta  
T2V 2Z6

Dear Sir:

**Re: Microplanet Technology Corp.  
Treasury Direction Dated July 28, 2011**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25484	Cole Harris	500,000

Yours truly,

Valiant Trust Company

Enclosure







Kurt C. Maass  
Chief Financial Officer  
425-984-2756  
[kmaass@microplanet.com](mailto:kmaass@microplanet.com)

Enclosed Interest Payment

July 25, 2011

200.43

Dear Former Holder of MicroPlanet Convertible Notes,

Enclosed you will find a cheque for interest on the MicroPlanet Technology Corp. Convertible Notes you held. As you know, these notes originally matured in June of 2011 and were, at your direction, either converted to shares and purchase warrants in the Corporation or were redeemed for cash.

The attached cheque provides the interest payment to you for the period from May 1, 2011 through July 12, 2011 (the date which the TSXV exchange approved the transaction). This will be the final interest payment for these notes as they have been either converted to shares or redeemed for cash.

Please call me if you have any questions.

Thank you for your investment in and support of MicroPlanet.

Sincerely,



Kurt C. Maass  
Chief Financial Officer  
425-984-2756  
[kmaass@microplanet.com](mailto:kmaass@microplanet.com)

July 27, 2011

Dear Investor,

Included with this letter you will find the warrant certificate associated with your recent investment in MicroPlanet Technology Corp.

There is no action required on your part. Please note that the warrants expire at the close of business on 11 July, 2013.

Please call me if you have any questions.

Thank you for your support of and investment in MicroPlanet.

Regards,

A handwritten signature in black ink, appearing to read 'Kurt C. Maass'.

*Mr. Harris,*

*There are two separate warrant certificates included.*

**SUBSCRIPTION AGREEMENT FOR UNITS**

**TO: MicroPlanet Technology Corp. (the "Corporation")**

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of units of the Corporation ("Units") set forth below for the total aggregate subscription price set forth below (the "Aggregate Subscription Price"), each such Unit being comprised of one common share in the capital of the Corporation (the "Common Shares") and one common share purchase warrant of the Corporation (the "Warrants"), with each whole Warrant entitling the holder thereof to acquire one Common Share at any time until the date that is 24 months following the Closing Date (as hereinafter defined), at an exercise price of \$0.15 per Common Share (subject to the terms and conditions described herein) (the "Warrant Shares" and, together with the Common Shares and the Warrants, the "Securities"), representing a price of \$0.10 per Unit, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Units of MicroPlanet Technology Corp." attached hereto (together with this face page and the applicable Exhibits, the "Subscription Agreement").

**In addition to this face page, the Subscriber must also complete all applicable Exhibits attached hereto.**

By executing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in the manner described in Section 8 of this Subscription Agreement. Should the Subscriber have any questions in respect of the Corporation's privacy activities, please contact the Chief Financial Officer of the Corporation, Kurt Maass, at MicroPlanet Technology Corp., 15530 Woodinville Redmond Road NE #B100, Woodinville, WA, 98072 U.S.A.

COLE HARRIS  
 (Name of Subscriber - please print)

By: [Signature]  
 (Authorized Signature)

\_\_\_\_\_  
 (Official Capacity or Title - please print)

(Please print name of individual whose signature appears above if different than name of the subscriber printed above.)  
7027 Kewsee Place SW  
 (Subscriber's Address)

Calgary AB T2W 2L6

403-252-1120 chh@centroncorp.com  
 (Telephone Number) (E-Mail Address)

**Register the Common Shares and warrants as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 \_\_\_\_\_

Number of Units: \_\_\_\_\_

Aggregate Subscription Price Cdn. \$: \_\_\_\_\_

**Disclosed Beneficial Purchaser:**

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that the attached Exhibits are completed in respect of such principal, if applicable ("Disclosed Beneficial Purchaser"):

\_\_\_\_\_  
 (Name of Principal)

\_\_\_\_\_  
 (Principal's address)

\_\_\_\_\_  
 \_\_\_\_\_

**Deliver the Common Shares and warrants as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Address)

**Subscriber Information**

(1) The Subscriber, if not an individual, either: **[CHECK APPROPRIATE]**

\_\_\_\_\_ has previously filed with the Exchange a Form 4C - Corporate Placee Registration Form ("**Form 4C**"), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement;

**OR**

\_\_\_\_\_ hereby delivers to the Corporation a duly signed and completed Form 4C, in the form attached hereto as Exhibit 4 for filing with the Exchange.

(2) The Subscriber either: **[CHECK APPROPRIATE]**

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over, **NO** Common Shares (excluding securities exercisable for Common Shares subscribed for herein);

**OR**

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over \_\_\_\_\_ **[fill in number]** Common Shares and convertible securities entitling the Subscriber to acquire an additional \_\_\_\_\_ **[fill in number]** Common Shares (excluding Common Shares subscribed for herein).

**Subscriber Information**

(3) The Subscriber either: **[CHECK APPROPRIATE]**

\_\_\_\_\_ **IS AN INSIDER** of the Corporation, as defined in the policies of the TSX Venture Exchange, namely:

- (i) a director or senior officer of the Corporation;
- (ii) a director or senior officer of a company that is an insider or subsidiary of the Corporation;
- (iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation;
- (iv) the Corporation itself, if it holds any of its own securities;

**OR**

**IS NOT AN INSIDER** of the Corporation.

**ACCEPTANCE:** The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

\_\_\_\_\_, 2011.

**MICROPLANET TECHNOLOGY CORP.**

By: \_\_\_\_\_

Subscription No:
------------------

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
UNITS OF MICROPLANET TECHNOLOGY CORP.**

**Terms of the Offering**

1. **Acknowledgements of the Subscriber.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:
  - (a) the Units subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to \$ 3,000,000 at a subscription price of \$0.10 per Unit (the "**Offering**");
  - (b) the Offering is not subject to any minimum subscription level, and therefore, any funds invested are available to the Corporation and will be paid to the Corporation at the Closing Time (as defined herein) and need not be refunded to the Subscriber unless closing of the sale of the note does not occur on or before **July 8, 2011**;
  - (c) if the Closing Date (as defined herein) does not occur on or before **July 8, 2011** or such other date as may be determined by the Corporation, or in the event that the Corporation rejects this subscription, the Aggregate Subscription Amount (or any unused portion of such Aggregate Subscription Amount in the event the subscription is rejected in part) will be promptly returned to the Subscriber, without interest or deduction;
  - (d) any certificates representing Securities will carry a legend, or an ownership statement, statement of account or transaction statement issued under a direct registration system or other electronic book-entry system will bear legend restriction notation, stating:
    - (i) "Unless permitted under securities legislation, the holder of this security must not trade the security before [**the date that is 4 months plus one day from the closing date**]", and
    - (ii) "Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [**the date that is 4 months plus one day from the closing date**]";

**Representations, Warranties and Covenants by Subscriber**

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) (and for the purposes of the following representations, warranties and covenants, any reference to the "Subscriber" includes the Subscriber and each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation and its counsel (and acknowledges that the Corporation and its counsel are relying thereon) that both at the date hereof and at the Closing Time (as defined herein):
  - (a) it has been independently advised as to restrictions with respect to trading of the Securities imposed by applicable securities legislation in the jurisdiction in which it resides or to which it is otherwise subject, confirms that no representation (written or oral) has been made to it by or on behalf of the Corporation with respect thereto, and acknowledges that it is aware of the characteristics of the Securities, the risks relating to an investment therein and of the fact that it may not be able to resell the Securities except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period or restricted period and compliance with the other requirements of applicable law; the Subscriber further acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence or to which it is otherwise subject for full particulars of the resale restrictions applicable to it and acknowledges that it is solely responsible for the compliance with applicable resale restrictions; and
  - (b) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than publicly filed continuous disclosure documents); and

(c) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the sale and the distribution of the Securities; and

(d) unless it is purchasing under subparagraph 3(e) below, it is purchasing the Securities as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Securities, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the "Subscriber's Address" on the face page hereof and such address was not created and is not used solely for the purpose of acquiring the Securities and it fully complies with one or more of the criteria set forth below:

(i) it is an "accredited investor", as such term is defined in National Instrument 45-106 - "Prospectus and Registration Exemptions" ("NI 45-106"), it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106, and it has concurrently executed and delivered a Representation Letter in the form attached as **Exhibit 1** to this Subscription Agreement and has initialled or placed a check mark in **Appendix "A"** thereto indicating that the Subscriber satisfies one of the categories of "accredited investor" set forth in such definition; or


(ii) it is purchasing a sufficient number of Securities so that the Aggregate Subscription Amount payable by the Subscriber in respect of the Securities will not be less than \$150,000, and it has concurrently executed and delivered a Minimum Amount Investment Status Certificate in the form attached hereto as **Exhibit 2** to this Subscription Agreement; or

(iii) it is resident in or otherwise subject to applicable securities laws of a jurisdiction of Canada other than Ontario and it is one of the following and has so indicated by initialling the applicable paragraph:

\_\_\_\_\_ A. a "director", "executive officer" or "control person" (as such terms are defined in NI 45-106 and reproduced in **Appendix A to Exhibit 1** of this Subscription Agreement) of the Corporation, or of an affiliate (as such term is defined in NI 45-106 and reproduced in **Appendix A to Exhibit 1** of this Subscription Agreement) of the Corporation; or

\_\_\_\_\_ B. a "spouse" (as such term is defined in NI 45-106 and reproduced in **Appendix A to Exhibit 1** of this Subscription Agreement), parent, grandparent, brother, sister or child of any person referred to in subparagraph (A) above; or

\_\_\_\_\_ C. a parent, grandparent, brother, sister or child of the spouse of any person referred to in subparagraph (A) above; or

 \_\_\_\_\_ D. a close personal friend (as described below) of any person referred to in subparagraph (A) above and (i) it certifies to the Corporation it has reviewed and understands the guidance respecting the meaning of the phrase "close friend" set forth below, (ii) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons and (iii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or

\_\_\_\_\_ E. a close business associate (as described below) of any person referred to in subparagraph (A) above and (i) it certifies to the Corporation it has reviewed and understands the guidance respecting the meaning of the phrase "close business associate" set forth below, (ii) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons, and (iii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or

\_\_\_\_\_ F. a "founder" (as such term is defined in NI 45-106 and reproduced in **Appendix A to Exhibit 1** of this Subscription Agreement) of the Corporation, or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Corporation and (i) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with such founder of the Corporation, and (ii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or

- G. a person of which a majority of the voting securities are beneficially owned by, or a majority of directors are, persons described in subparagraphs (A) through (F) above, and, if it is resident in Saskatchewan and the trade is based in whole or in part on a close personal friendship or close business association, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or
- H. a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in subparagraphs (A) through (F) above, and if it is resident in Saskatchewan and the trade is based in whole or in part on a close personal friendship or close business association, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or

*(Note: for the purposes of subparagraphs (D) and (F) above, a person is not a close personal friend solely because the individual is a relative or a member of the same organization, association or religious group or because the individual is a client, customer or former client or customer, nor is an individual a close personal friend as a result of being a close personal friend of a close personal friend of one of the listed individuals above, rather the relationship must be direct. A close personal friend is one who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness. Further, for the purposes of subparagraphs (E) and (F) above, a person is not a "close business associate" if the person is a casual business associate or a person introduced or solicited for purposes of purchasing securities nor is the individual a close business associate solely because the individual is a client, customer, former client or customer, nor is the individual a close business associate if they are a close business associate of a close business associate of one of the listed individuals above, rather the relationship must be direct. A close business associate is an individual who had sufficient prior dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness.)*


- (iv) it is an employee, executive officer, director or consultant (as such terms (other than employee) are defined in NI 45-106 and reproduced in **Appendix A to Exhibit 1** to this Subscription Agreement) of the Corporation or a related entity of the Corporation and its participation in the trade is voluntary, meaning it is not induced to participate in the trade by expectation of employment or appointment or continued employment or appointment with, or engagement to provide services or continued engagement to provide services to, as applicable, the Corporation or a related entity of the Corporation; or
- (v) if the Subscriber is resident in or otherwise subject to applicable securities laws of a jurisdiction other than a province of Canada, the Subscriber confirms, represents and warrants that:
  - (A) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction in which the Subscriber is resident (the "**International Jurisdiction**") and which would apply to the acquisition of the Securities; and
  - (B) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus and registration requirements or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions; and
  - (C) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Subscriber's Securities; and
  - (D) the purchase of the Securities by the Subscriber does not trigger:
    - (I) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
    - (II) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and
  - (E) the Subscriber will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred

## APPENDIX "A"

## TO EXHIBIT 1

NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW.

Accredited Investor - (defined in National Instrument 45-106) means:

- \_\_\_\_\_ (a) a Canadian financial institution, or a Schedule III bank; or
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary; or
- \_\_\_\_\_ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- \_\_\_\_\_ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- \_\_\_\_\_ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada; or
- \_\_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec; or
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; or
- \_\_\_\_\_ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada; or
-  \_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000; or
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or

*(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialled.)*

- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000; or



to in subsections (B), (C) and (D) above to the satisfaction of the Corporation, acting reasonably; and

- (e) if it is not purchasing as a principal, it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each Disclosed Beneficial Purchaser, each of whom is purchasing as principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of the Securities, and it acknowledges that the Corporation is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Securities for whom it may be acting, it is resident in the jurisdiction set out as the "Subscriber's Address", and:
  - (i) it is an "accredited investor" as such term is defined in paragraphs (p) or (q) of the definition of "accredited investor" in NI 45-106 and reproduced in **Appendix "A"** to **Exhibit I** of this Subscription Agreement (provided, however that it is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) and is therefore deemed to be purchasing as principal pursuant to NI 45-106, and it has concurrently executed and delivered a Representation Letter in the form attached hereto as **Exhibit I** and has initialled or placed a check mark in **Appendix "A"** thereto indicating that the Subscriber satisfies one of the categories of "accredited investor" set out in paragraphs (p) or (q) of **Appendix "A"** thereto; or
  - (ii) it is acting as agent for one or more Disclosed Beneficial Purchasers, each of such principals is purchasing as principal for its own account, not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of the Securities, each of such Disclosed Beneficial Purchasers complies with subparagraphs (i), (ii) or (iii) of paragraph 3(d) hereof as are applicable to it and has concurrently executed and delivered all documents required to be delivered pursuant to such sections indicating such compliance and each Disclosed Beneficial Purchaser is resident in the jurisdiction set out as the "Principal's Address" on the face page hereof; and
- (f) it acknowledges and certifies that:
  - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities; and
  - (ii) there is no government or other insurance covering the Securities; and
  - (iii) there are risks associated with the purchase of the Securities; and
  - (iv) there are restrictions on the Subscriber's ability to resell the Securities, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities; and
- (g) it is aware that the Securities have not been and will not be registered under the United States *Securities Act of 1933*, as amended ("**U.S. Securities Act**") or the securities laws of any state of the United States and that the Securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities; and
- (h) the Securities have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Securities and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered; and
- (i) it is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Securities on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and
- (j) it undertakes and agrees that it will not offer, sell or otherwise transfer any of the Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United

States or an exemption from such registration requirements is available, and further that it will not resell the Securities except in accordance with the provisions of applicable securities legislation, regulation, rules, policies and orders and stock exchange rules; and

- (k) if it is a corporation, syndicate, partnership, unincorporated association or other entity, it has been duly incorporated or created, it is valid and subsisting under the laws of the jurisdiction of its incorporation or creation, it has the legal capacity to enter into and be bound by this Subscription Agreement, the person executing this Subscription Agreement on behalf of the Subscriber has the necessary power and authority to do so, and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
- (l) if it is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and
- (m) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (n) in the case of a subscription by it for Units acting as agent for a Disclosed Beneficial Purchaser, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable agreement of, such principal; and
- (o) it has such knowledge of financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investments or, where it is not purchasing as principal, each Disclosed Beneficial Purchaser is able to bear the economic risk of loss of its investment; and
- (p) except for this Subscription Agreement, it has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation; and
- (q) it confirms that neither the Corporation nor any of its directors, officers, employees or representatives, has made any representations (oral or written) to the Subscriber:
  - (i) that any person will resell or repurchase the Securities; or
  - (ii) that any person will refund the purchase price of the Securities; or
  - (iii) as to the future price or value of the Securities; and
- (r) it has not relied on financial or investment advice from the Corporation or its directors, officers or representatives;
- (s) it acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber; and
- (t) it understands, acknowledges and is aware that the Units are being offered for sale only on a "private placement" basis and that the sale and delivery of the Units is conditional upon such sale being exempt from the requirements under applicable securities laws as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the filing of a prospectus or delivery of an offering memorandum and, as a consequence (i) it is restricted from using most of the civil remedies available under securities legislation; (ii) it may not receive information that would otherwise be required to be provided to it under securities legislation; and (iii) the Corporation is relieved from certain obligations that would otherwise apply under securities legislation; and
- (u) it acknowledges that the Corporation may complete additional financings in the future in order to develop the business of the Corporation and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, on reasonable terms; any such future financings may have a dilutive or negative effect on current securityholders, including the Subscriber; and that if such future financings are not available, the Corporation may be unable to fund its ongoing development; and

- (v) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Units as may be required, including, without limitation, (a) this duly completed and executed Subscription Agreement (including, without limitation, the Form 4C attached hereto as **Exhibit 4**); (b) if the Subscriber is an "accredited investor" resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as **Exhibit 1**; (c) if the Subscriber is purchasing pursuant to paragraph 3(d)(ii) hereof and is resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as **Exhibit 2**; and (d) if the Subscriber is resident in or otherwise subject to applicable securities laws of Saskatchewan and is a close personal friend or close business associate of a director, executive officer, control person or founder (as defined in NI 45-106) of the Corporation, or of an affiliate (as defined in NI 45-106) of the Corporation or a person described in subparagraphs 3(d)(iii)(G) or 3(d)(iii)(H) above, the Risk Acknowledgment Form attached as **Exhibit 3**; and
- (w) it will not resell the Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules; and
- (x) it does not act jointly or in concert with any other subscriber for Units for the purposes of acquisition of the Units; and
- (y) the acquisition of the Securities hereunder by the Subscriber will not result in the Subscriber becoming a "control person", as defined under applicable securities laws; and
- (z) the entering into of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, and if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound; and
- (aa) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLA**") and the Subscriber, on its own behalf and on behalf of each Disclosed Beneficial Purchaser on whose behalf the Subscriber is contracting, acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and any Disclosed Beneficial Purchaser's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge, none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber further covenants and agrees that it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (bb) it understands that the investment in the Securities may have tax consequences under applicable laws and that it is the sole responsibility of the Subscriber to determine and assess such tax consequences as may apply to its particular circumstances; and
- (cc) the Subscriber acknowledges that it has been encouraged to obtain independent legal, income tax and investment advice with respect to its subscription for the Securities and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement.

#### Closing

4. The Subscriber agrees to make those deliveries set forth in the Delivery Instructions attached to this Subscription Agreement to the Corporation, not later than 5:00 p.m. (Calgary time) on the day that is **two business days before the Closing Date**.
5. The sale of the Securities pursuant to this Subscription Agreement will be completed at 10:00 a.m. or such other time as the Corporation (the "**Closing Time**") on **July 8, 2011** or such other date or time as the Corporation may determine (the "**Closing Date**"). The Corporation may close the Offering in tranches provided that no closing will occur beyond **July 8, 2011** or such other date as the Corporation may determine.

6. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed Subscription Agreements, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

**General**

7. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Securities. The representations, warranties and covenants of the Subscriber herein (including those contained in any Representation Letter) are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of a purchaser of Securities and the Subscriber agrees to indemnify and hold harmless the Corporation and its affiliates, shareholders, directors, officers, partners, and employees and agents (including their respective legal counsel), from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceedings or investigation commenced or threatened or any claim whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Corporation in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Corporation in connection herewith. The Subscriber undertakes to immediately notify the Corporation at MicroPlanet Technology Corp., 6310 NE 74<sup>th</sup> Street, Suite 104E, Seattle, Washington, 98115, Attention: Kurt Maass (Fax Number: (206) 625-0851), of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

8. The Subscriber acknowledges that this Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Securities under applicable securities laws, preparing and registering any certificates, or preparing any written ownership statement, statement of account or transaction statement, representing any Securities to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by or on behalf of the Corporation to: (a) stock exchanges or securities regulatory authorities; (b) the registrar and transfer agent of the Corporation; (c) Canada Revenue Agency; and (d) any of the other parties involved in the Offering, including legal counsel to the Corporation, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber (and the Disclosed Beneficial Purchaser, if applicable) also consents to the filing of copies or originals of any of the Subscriber's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. An officer of the Corporation is available to answer questions about the collection of personal information by the Corporation at the address provided in Section 7.

9. If the Subscriber is resident in or otherwise subject to applicable securities laws of Ontario, it authorizes the indirect collection of personal information by the Ontario Securities Commission and confirms that it has been notified by the Corporation:

- (a) that the Corporation will be delivering the full name, residential address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price, the exemption relied upon and the date of distribution (the "**Information**") to the Ontario Securities Commission;
- (b) that such Information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation;
- (c) that such Information is being collected for the purpose of the administration and enforcement of the securities legislation of Ontario; and
- (d) that the title, business address and business telephone number of the public official in the Province of Ontario who can answer questions about the Ontario Securities Commission's indirect collection of such Information is as follows:

Administrative Assistant to the Director of Corporate Finance  
Ontario Securities Commission  
Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593-8086

10. The obligations of the parties hereunder are subject to acceptance of the terms of the Offering by the TSX Venture Exchange (the "Exchange") and all other required regulatory approvals.

11. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber shall be borne by the Subscriber.

12. The contract arising out of this Subscription Agreement and all documents relating thereto, which by common accord has been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta. The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly related thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention de souscription ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en langue anglaise.

13. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

14. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.

15. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

16. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

17. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

18. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.

19. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

20. Time is of the essence hereof.

21. In this Subscription Agreement (including exhibits), references to dollar amounts are to Canadian dollars unless otherwise specified.

**DELIVERY INSTRUCTIONS**

Deliver to:

**MicroPlanet Technology Corp.**  
15530 Woodinville Redmond Road NE, #B100  
Woodinville, WA 98072  
U.S.A.

Attention: Kurt Maass  
Facsimile: (206) 625-0999

No later than 5:00 p.m. (Calgary time) on **July 8, 2011** (or two business days before the Closing Date of which the Subscriber receives notice):

- (a) the attached Subscription Agreement completed and executed;
- (b) a **certified cheque** or **bank draft** payable to "MicroPlanet Technology Corp." for the Aggregate Subscription Amount or payment of the same amount in such other manner as is acceptable to the Corporation;
- (c) if you are a resident in or otherwise subject to the securities laws of **any jurisdiction of Canada** and are an "accredited investor", a fully executed and completed **Representation Letter (Exhibit 1)** and **Appendix "A"** thereto completed and executed;
- (d) if you are purchasing pursuant to paragraph 3(d)(ii) hereof and are resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as **Exhibit 2**;
- (e) if you are a resident in or otherwise subject to the securities laws of **Saskatchewan** and are a close personal friend or close business associate of a director, executive officer, control person or founder (as defined in NI 45-106) of the Corporation, or of an affiliate (as defined in NI 45-106) of the Corporation or a person described in subparagraphs 3(d)(iii)(G) or 3(d)(iii)(H) of the attached Subscription Agreement, the **Risk Acknowledgment Form (Exhibit 3)**;
- (f) if you are or the Disclosed Beneficial Purchaser is not an individual and have not previously filed with the Exchange a Form 4C, a completed and duly executed Form 4C attached as **Exhibit 4**; and
- (g) any other documents required by applicable securities laws and the Exchange which the Corporation requests.

EXHIBIT 1

REPRESENTATION LETTER  
(FOR ACCREDITED INVESTORS)

TO: MicroPlanet Technology Corp. (the "Corporation")

In connection with the purchase of units of the Corporation ("Units") each such Unit being comprised of one common share in the capital of the Corporation (the "Common Shares") and one common share purchase warrant of the Corporation (the "Warrants" and, together with the Common Shares, the "Securities"), by the undersigned subscriber (the "Subscriber" for the purposes of this Exhibit 1), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. the Subscriber is resident in or is otherwise subject to the laws of a jurisdiction of Canada;
2. the Subscriber is purchasing the Securities as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
3. the Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 entitled "Prospectus and Registration Exemptions" ("NI 45-106") by virtue of satisfying the indicated criterion as set out in Appendix "A" to this Representation Letter;
4. the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106; and
5. upon execution of this Exhibit 1 by the Subscriber, this Exhibit 1 shall be incorporated into and form a part of the Subscription Agreement.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Print name of Subscriber

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of Signatory (if different from Subscriber)

\_\_\_\_\_  
Title

IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION IN  
APPENDIX "A" ON THE NEXT PAGES

- \_\_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements; or
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to a person that is or was an accredited investor at the time of the distribution, a person that acquires or acquired securities in the circumstances referred to in sections 2.10 and 2.19 of National Instrument 45-106, or a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106; or
- \_\_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt; or
- \_\_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or
- \_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and in Ontario, is purchasing a security that is not a security of an investment fund; or
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded; or
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function; or
- \_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors (as defined in National Instrument 45-106); or
- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or an exempt purchaser in Alberta or British Columbia.

**For the purposes hereof:**

- (a) "affiliate" means an issuer connected with another issuer because



- (i) one of them is the subsidiary of the other;
  - (ii) each of them is controlled by the same person; or
  - (iii) for the purposes of Saskatchewan securities law, both are subsidiaries of the same issuer;
- (b) "Canadian financial institution" means
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) "**consultant**" means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that
- (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;
  - (ii) provides the services under a written contract with the issuer or a related entity of the issuer; and
  - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;
- (d) "**control person**" has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
  - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (e) "**director**" means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (f) "**eligibility adviser**" means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
  - (ii) in Saskatchewan and Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
    - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and

- (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (g) **"executive officer"** means, for an issuer, an individual who is
  - (i) a chair, vice-chair or president,
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
  - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
  - (iv) performing a policy-making function in respect of the issuer;
- (h) **"financial assets"** means
  - (i) cash,
  - (ii) securities, or
  - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (i) **"foreign jurisdiction"** means a country other than Canada or a political subdivision of a country other than Canada;
- (j) **"founder"** means, in respect of an issuer, a person who,
  - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
  - (ii) at the time of the trade is actively involved in the business of the issuer;
- (k) **"fully managed account"** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (l) **"individual"** means a natural person, but does not include
  - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust, or
  - (ii) a natural person in the person's capacity as trustee, executor, administrator or other legal representative;
- (m) **"investment fund"** means a mutual fund or a non-redeemable investment fund;
- (n) **"jurisdiction"** means a province or territory of Canada except when used in the term foreign jurisdiction;
- (o) **"local jurisdiction"** means the jurisdiction in which the Canadian securities regulatory authority is situate;
- (p) **"non-redeemable investment fund"** means an issuer,
  - (i) whose primary purpose is to invest money provided by its securityholders,
  - (ii) that does not invest,
- (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or

- (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
  - (iii) that is not a mutual fund;
- (q) "person" includes
  - (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
  - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (r) "regulator" means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;
- (s) "related liabilities" means
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets;
- (t) "Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (u) "spouse" means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (v) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

**All monetary references are in Canadian Dollars.**

EXHIBIT 2

MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE

TO: MicroPlanet Technology Corp. (the "Corporation")

In connection with the purchase by the undersigned Subscriber of units in the Corporation ("Units"), the Subscriber, on its own behalf and on behalf of each of the Disclosed Beneficial Purchasers for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- 1. the Subscriber is resident in or is otherwise subject to the laws of a jurisdiction of Canada;
- 2. the Subscriber is purchasing the Units as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
- 3. the Units have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash at the closing of the Offering;
- 4. the Units are comprised of securities of a single issuer;
- 5. the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a *bona fide* purpose other than investment in the Securities; and
- 6. upon execution of this Exhibit 2 by the Subscriber, this Exhibit 2 shall be incorporated into and form a part of the Subscription Agreement.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior thereto.

Dated: \_\_\_\_\_, 2011

Signed: \_\_\_\_\_

\_\_\_\_\_  
Witness (If Subscriber is an Individual)

\_\_\_\_\_  
Print the name of Subscriber

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
If Purchaser is a corporation,  
print name and title of  
Authorized Signing Officer

EXHIBIT 3

RISK ACKNOWLEDGEMENT

CLOSE PERSONAL FRIENDS AND CLOSE BUSINESS ASSOCIATES

The undersigned (the "Subscriber"), a resident of Saskatchewan, hereby represents and warrants, as an integral part of the attached subscription agreement, that he, she or it in all respects acknowledges and understands the following:

FORM 45-106F5

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus.

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a close personal friend or close business associate of \_\_\_\_\_ [state name], who is a \_\_\_\_\_ [state title – founder, director, executive officer or control person] of \_\_\_\_\_ [state name of issuer or its affiliate – if an affiliate state "an affiliate of the issuer" and give the issuer's name]

I acknowledge that I am purchasing based on my close relationship with \_\_\_\_\_ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess his/her capabilities and trustworthiness.

**I acknowledge that this is a risky investment and that I could lose all the money I invest.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

WARNING

**You are buying Exempt Market Securities.** They are called exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and

the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

**You may not receive any written information about the issuer or its business.**

If you have questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

Purchaser's initials: \_\_\_\_\_

## EXHIBIT 4

## FORM 4C

## CORPORATE PLACEE REGISTRATION FORM

Where subscribers to a Private Placement are not individuals, the following information about the placee must be provided if such subscribers:

- (a) will hold more than 5% of the Issuer's issued and outstanding Listed Shares upon completion of the Private Placement; or
- (b) are subscribing for more than 25% of the Private Placement.

This Form will remain on file with the Exchange. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

## 2. Placee Information:

(a) Name: \_\_\_\_\_

(b) Complete Address: \_\_\_\_\_  
\_\_\_\_\_

(c) Jurisdiction of Incorporation or Creation: \_\_\_\_\_

3. (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? \_\_\_\_\_

(b) Is the Placee carrying on business as a portfolio manager outside of Canada:

(Yes/No)? \_\_\_\_\_

## 4. If the answer to 2(b) above was "Yes", the undersigned certifies that:

- (a) It is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
- (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in \_\_\_\_\_ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
- (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
- (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
- (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

5. If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

\* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Official Capacity - please print)

\_\_\_\_\_  
(Please print name of individual whose signature appears above)



**Acknowledgement - Personal Information**

"Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (a) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

Dated at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
(Name of Purchaser - please print)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Official Capacity - please print)

\_\_\_\_\_  
(Please print name of individual whose signature appears above)

**THIS IS NOT A PUBLIC DOCUMENT**

MicroPlanet Technology Corp.

## Election form for holders of 2009 Convertible Debentures

Name: COLE HARROS

Investment in Convertible Debentures: \_\_\_\_\_

Maturity date: \_\_\_\_\_

Election:

Option 1:      Extend     

Option 2:      Exchange     

Option 3:      Redeem     



Signature

Please respond to Mr. Kurt Maass, CFO, MicroPlanet via one of the following methods:

Fax:      206-625-0999

Email:      kmaass@microplanet.com

Courier:      Kurt Maass  
MicroPlanet Technology Corp.  
15530 Woodinville-Redmond Road, #B100  
Woodinville, WA 98072 USA

9 June 2011

Dear Holders of MicroPlanet Convertible Debentures,

We hope this message finds you well. We are looking forward to our Annual General Meeting, which will be held in Calgary on 23 June 2011 at 1:30pm at the offices of Bennett Jones LLP. We have appreciated your support of MicroPlanet and would like to invite you to join us for this meeting and learn of the progress we've made over the past year as well as our plans for the coming months.

As you know, the Company issued your MicroPlanet Convertible Debentures in 2009. These Debentures will be coming due beginning later this month. MicroPlanet, like many companies, has been challenged over the past two years by the economic downturn and slow recovery. While we've been able to raise adequate funds to continue our operations, and while we're still very bullish on our industry space and our technology, candidly we are not in a financial position to immediately repay all of the Debentures as they come due. We regret this situation, and would like to offer you several options which we have attempted to make very attractive to consider in lieu of immediate cash redemption. The Options we are offering are as follows.

1. Extend

This option would involve extending the maturity date of the Debentures, under the existing terms, for 12 months from the original closing date. Under this option, the Company would attempt to, and have the option to redeem these before the full 12 months, on 30 days notice, to either redeem the Debentures for cash or, at your option, exchange the Debentures for common shares of the Company at the existing exchange price of \$.17 per share.

2. Exchange

Under this option, MicroPlanet will be facilitating a non brokered private placement under which you can exchange the face value of your Debentures plus accrued interest for MicroPlanet common stock for a price of \$.10 per share, and for each share received under the exchange, you would receive a warrant to purchase another share of common stock at \$.15 per share for 24 months.

### 3. Redeem

You could elect to continue under the current terms and they will come due at the maturity date of your Debentures. We note that, if this option is chosen, you would not have the opportunity to convert your debentures to equity on the favourable terms currently being offered. Based on the number of debenture holders who choose this option, we will attempt to raise additional funds to repay that debt, but emphasize that currently the Company does not have adequate financial resources to repay all of the Debentures, and there is no guarantee that our fundraising efforts will be successful in the near term.

If you make no decision or take no action, the original terms and maturity date of your Debentures will remain unchanged.

Given the rapidly approaching maturity dates for the first tranches of these notes, we would appreciate your consideration of these options and providing us with your decision upon receipt of this notice. An election page is attached to this letter. Please indicate your choice, sign the election form, and provide us with your election via fax, email, or courier. We are avoiding the use of regular postal mail, given the current strike situations.

We thank you for your continued support and for your consideration of the options presented herein. We believe that there is a bright future for MicroPlanet and are working hard to successfully commercialize our products. We remain totally committed to our industry sector and to our game-changing technology, and believe that the extra time and/or flexibility that you would provide us by choosing option 1 or 2 would allow us to hit the tipping point for our company.

Thank you very much.

Sincerely,



Brett Ironside

Robert Bietz  
Scotia McLeod  
Suite 300, 119 6<sup>th</sup> Ave SW.  
Calgary, Alberta  
T2P 0P8

Jan 13, 2011

Re: **Microplanet Share Certificate**

Dear Robert;

Please see the enclosed share certificate for Cole Harris. He has signed the back, please deposit into his account as per our discussion on the phone.

Sincerely,

Dare Maurik  
Executive Assistant  
Business/Communications Coordinator  
Centron Group of Companies

CBH/dm 712120

Encl.

May 18, 2010

**Cole Harris**  
**7027 Kenossee Place SW**  
**Calgary, AB T2V 2L6**

Dear Mr. Harris:

**Re: Microplanet Technology Corp.**  
**Treasury Direction Dated May 13, 2010**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25386	Cole Harris	22,888

Kindly acknowledge safe receipt by signing and returning the attached letter copy.

Yours truly,

Valiant Trust Company

Enclosures

cc: Microplanet Technology Corp.  
Attention: Myron Tetreault

cc: TSX Venture Exchange  
Attention: Jeanene DeOliveira

May 18, 2010

**Cole Harris**  
**7027 Kenossee Place SW**  
**Calgary, AB T2V 2L6**

Dear Mr. Harris:

**Re: Microplanet Technology Corp.**  
**Treasury Direction Dated May 13, 2010**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25386	Cole Harris	22,888

Kindly acknowledge safe receipt by signing and returning the attached letter copy.

Yours truly,

Valiant Trust Company

Enclosures

cc: Microplanet Technology Corp.  
Attention: Myron Tetreault

cc: TSX Venture Exchange  
Attention: Jeanene DeOliveira





THE CLASS OF SHARES REPRESENTED BY THIS CERTIFICATE HAS RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS ATTACHED TO IT. THE CORPORATION WILL FURNISH TO SHAREHOLDERS, ON DEMAND AND WITHOUT CHARGE, A FULL COPY OF THE TEXT OF THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO EACH CLASS AUTHORIZED TO BE ISSUED AND TO EACH SERIES INsofar AS THE SAME HAVE BEEN FIXED BY THE DIRECTORS, AND THE AUTHORITY OF THE DIRECTORS TO FIX THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF SUBSEQUENT SERIES.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL INSURANCE NUMBER OF TRANSFEREE

Three sets of empty boxes for the social insurance number of the transferee.

(Name and address of transferee)

\_\_\_\_\_ shares registered in the name of the undersigned on the books of the Corporation named on the face of this certificate and represented hereby, and irrevocably constitutes and appoints

\_\_\_\_\_ the attorney of the undersigned to transfer the said shares on the register of transfers and books of the Corporation with full power of substitution hereunder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of Shareholder)

Signature Guaranteed By: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatsoever, and must be guaranteed by a major Canadian Schedule 1 bank or a member of a recognized Medallion Signature Guarantee Program.

**"Unless permitted under securities legislation, the holder of this security must not trade the security before August 31, 2010."**

**"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until August 31, 2010."**

SECURITY INSTRUCTIONS - INSTRUCTIONS DE SÉCURITÉ

THIS IS WATERMARKED PAPER, DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK. PAPIER À FILIGRANE, NE PAS ACCEPTER SANS VÉRIFIER LA PRÉSENCE DU FILIGRANE. POUR CE FAIRE, PLACER À LA LUMIÈRE.



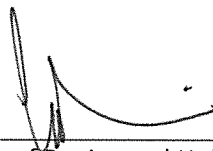
**APPENDIX 2 TO THE CONVERTIBLE NOTE  
OF MICROPLANET TECHNOLOGY CORP.**

**Notice of Conversion**

To: MicroPlanet Technology Corp.  
6310 NE 74<sup>th</sup> Street, Suite 104E.  
Seattle, Washington 98115

The undersigned registered Holder of the within convertible note (the "Note") hereby irrevocably elects to convert \$ \_\_\_\_\_, of the Accrued Interest Amount payable on \_\_\_\_\_ (the "Interest Payment Date") into Common Shares of MicroPlanet Technology Corp. in accordance with the terms of the Note, and directs that the Common Shares issuable and deliverable upon the conversion, and any cash payment payable if less than the full Accrued Interest Amount is converted, be issued and/or delivered to the Holder (or person indicated below)\*.

DATED April 28, 2011.

  
\_\_\_\_\_  
(Signature of Registered Holder)

Name: Cole Harris  
7027 Kenner Place SW  
(Address)  
Calgary AB.  
(City and Province)

\* Print name above in which the Common Shares issued on conversion are to be issued, delivered and registered, if not the registered Holder. If Common Shares are to be registered in the name of a person other than the registered Holder of the Note, the signature of the registered Holder must be guaranteed by a bank, member of a recognized stock exchange or Investment Dealers Association of Canada in a manner satisfactory to the Corporation.

18 April 2011

Dear Holder of MicroPlanet Convertible Notes,

The purpose of this letter is to remind you of an important upcoming election that you are entitled to make as a holder of Convertible Notes of MicroPlanet Technology Corporation.

As a holder of these Convertible Notes, you are entitled to make a semi-annual election to have interest paid to you in either cash or Company stock. The default treatment for payment of interest is for those payments to be made in cash on 31 October and 30 April of each year. However, as described more fully in Section 2.3 of Schedule "A", holders of these Convertible Notes may elect to have interest paid in the form of stock of the Company without any fees (said interest being converted to MicroPlanet common stock at the closing price as listed on the Toronto Venture Stock Exchange on 29 April) by notifying the Company at least three (3) days prior to the interest payment date. The next interest payment date is 30 April 2011.

If you elect to convert your interest payment to Company stock, please complete, sign, and submit Appendix 2 to the Convertible Note, called the Notice of Conversion (attached), to the Company by close of business on Thursday, 28 October 2010. These notices may be faxed, emailed, sent by courier, or mailed. A copy of the Notice of Conversion and general Delivery Instructions are attached to this letter. If we do not receive a Notice of Conversion by close of business on Thursday 28 April 2011, interest payments will be processed and mailed by Wednesday 5 May 2011.

If you have any questions, please don't hesitate to call me at 206-332-9169. Thank you for your continued support and investment in MicroPlanet.

Sincerely,



Kurt C. Maass  
Chief Financial Officer

MicroPlanet Technology Corporation  
Delivery Instructions for Notice of Conversion

Due Date: Close of business, Thursday 28 April 2011

Documentation: Completed and signed Appendix 2 (Notice of Conversion) indicating the amount of interest the Holder wishes to convert to stock of the Company

Fax submissions: Fax to 206-625-0999  
Send originals via regular mail to:  
MicroPlanet Technology Corporation  
Attention: Kurt C. Maass, CFO  
6310 NE 74<sup>th</sup> Street, Suite 104E  
Seattle, WA 98115 USA

Email submissions: Email to [kmaass@microplanet.com](mailto:kmaass@microplanet.com)  
Send originals via regular mail to:  
MicroPlanet Technology Corporation  
Attention: Kurt C. Maass, CFO  
6310 NE 74<sup>th</sup> Street, Suite 104E  
Seattle, WA 98115 USA

Overnight mail submissions: Kurt C. Maass  
MicroPlanet Technology Corporation  
7777 62<sup>nd</sup> Ave NE, Bldg 11  
Seattle, WA 98115 USA

**FAXED**  
04.29.2010

MicroPlanet Technology Corporation  
Delivery Instructions for Notice of Conversion

Received April 28, 2010

- Due Date: Close of business, Tuesday April 27, 2010
- Documentation: Completed and signed Appendix 2 (Notice of Conversion) indicating the amount of interest the Holder wishes to convert to stock of the Company
- Fax submissions: Fax to 206-625-0999  
Send originals via regular mail to:  
MicroPlanet Technology Corporation  
Attention: Kurt C. Maass, CFO  
6310 NE 74<sup>th</sup> Street, Suite 104E  
Seattle, WA 98115 USA
- Email submissions: Email to [kmaass@microplanet.com](mailto:kmaass@microplanet.com)  
Send originals via regular mail to:  
MicroPlanet Technology Corporation  
Attention: Kurt C. Maass, CFO  
6310 NE 74<sup>th</sup> Street, Suite 104E  
Seattle, WA 98115 USA
- Overnight mail submissions: Kurt C. Maass  
MicroPlanet Technology Corporation  
7777 62<sup>nd</sup> Ave NE, Bldg 11  
Seattle, WA 98115 USA

APPENDIX 2 TO THE CONVERTIBLE NOTE  
OF MICROPLANET TECHNOLOGY CORP.

Notice of Conversion

To: MicroPlanet Technology Corp.  
6310 NE 74<sup>th</sup> Street, Suite 104E.  
Seattle, Washington 98115

The undersigned registered Holder of the within convertible note (the "Note") hereby irrevocably elects to convert \$ \_\_\_\_\_, of the Accrued Interest Amount payable on \_\_\_\_\_ (the "Interest Payment Date") into Common Shares of MicroPlanet Technology Corp. in accordance with the terms of the Note, and directs that the Common Shares issuable and deliverable upon the conversion, and any cash payment payable if less than the full Accrued Interest Amount is converted, be issued and/or delivered to the Holder (or person indicated below)\*.

DATED April 29, 2000.

  
\_\_\_\_\_  
(Signature of Registered Holder)

Name:

Cole Harris

(Address)

7027 Kenwood Place SW.

(City and Province)

Calgary AB. T2V 2K6

\* Print name above in which the Common Shares issued on conversion are to be issued, delivered and registered, if not the registered Holder. If Common Shares are to be registered in the name of a person other than the registered Holder of the Note, the signature of the registered Holder must be guaranteed by a bank, member of a recognized stock exchange or Investment Dealers Association of Canada in a manner satisfactory to the Corporation.

April 19, 2010

Dear Holder of MicroPlanet Convertible Notes,

The purpose of this letter is to remind you of an important upcoming election that you are entitled to make as a holder of Convertible Notes of MicroPlanet Technology Corporation.

As a holder of these Convertible Notes, you are entitled to make a semi-annual election to have interest paid to you in either cash or Company stock. The default treatment for payment of interest is for those payments to be made in cash on October 31 and April 30 of each year. However, as described more fully in Section 2.3 of Schedule "A", holders of these Convertible Notes may elect to have interest paid in the form of stock of the Company without any fees (said interest being converted to MicroPlanet common stock at the closing price as listed on the Toronto Venture Stock Exchange on October 30 and April 29) by notifying the Company at least three (3) days prior to the interest payment date. The next interest payment date is April 30, 2010.

If you elect to convert your interest payment to the Company's stock, please complete, sign, and submit Appendix 2 to the Convertible Note, called the Notice of Conversion (attached), to the Company by close of business on Tuesday, April 27, 2010. A copy of the Notice of Conversion and general Delivery Instructions are attached to this letter. If we do not receive a Notice of Conversion by close of business on Tuesday, April 27, interest payments will be processed and mailed on Monday, May 3, 2010.

If you have any questions, please don't hesitate to call me at 206-332-9169. Thank you for your continued support and investment in MicroPlanet.

Sincerely,



Kurt C. Maass  
Chief Financial Officer



Kurt C. Maass  
Chief Financial Officer  
6310 NE 74<sup>th</sup> Street, Suite 104E  
Seattle, WA 98115  
206-332-9169  
[kmaass@microplanet.com](mailto:kmaass@microplanet.com)

6 January 2010

Dear Holder of MicroPlanet Convertible Notes,

With this letter I am attaching a copy of the Subscription Agreement and Convertible Note for your records.

The next interest payment date is April 30, 2010. I will send you a reminder letter in advance to remind you of your option to be paid in cash or shares of the Company.

Please feel free to contact me if you have any questions. Thank you for investing in MicroPlanet.

Cordially,

A handwritten signature in black ink, appearing to read 'Kurt C. Maass', written in a cursive style.



Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day hereof.

The Convertible Notes represented by this Certificate are subject to the provisions of an Intercreditor Agreement, which agreement contains restrictions relating to the rights hereunder, and notice of the terms and conditions of such agreement are hereby given.

PRINCIPAL AMOUNT: \$50,000  
(hereinafter referred to as the "Principal Amount")

NUMBER: June 09-07

**MICROPLANET TECHNOLOGY CORP.**  
Incorporated under the *Business Corporations Act* (Alberta)

### CONVERTIBLE NOTE

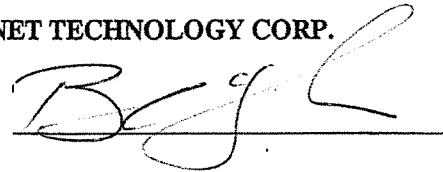
For value received, **MicroPlanet Technology Corp.** (hereinafter referred to as the "Corporation"), hereby acknowledges itself indebted to **COLE HARRIS** (the "Holder"), and promises to pay to the Holder on June 17, 2011 or such earlier date as the Principal Amount may become due and payable (subject to and in accordance with the terms, conditions and provisions of Schedule "A" attached hereto and forming a part hereof) (the "Maturity Date"), the Principal Amount in lawful money of Canada at the head office of the Corporation (6310 NE 74<sup>th</sup> Street, Suite 104E, Seattle, Washington, 98115), or at such other place or places within Seattle, Washington or Calgary, Alberta, as may be designated by the Corporation from time to time by notice in writing to the Holder (together with all costs and expenses that may become payable to the Holder in accordance with Schedule "A"). The Corporation will pay interest on the Principal Amount outstanding from time to time at a rate of 12.00% per annum, calculated semi-annually and not in advance on the last business day of April and October of each year (each an "Interest Payment Date"), commencing October 31, 2009. At the option of the Holder, interest may be paid in cash or in common shares of the Corporation (the "Common Shares"), at an issue price equal to the Market Price (as defined herein) of the Common Shares on the TSX Venture Exchange at the time of settlement.

By its execution hereof, the Holder acknowledges and agrees to the terms and conditions hereof, including the terms set out in Schedule "A" hereto, which are incorporated herein by reference and form part of this Note.

IN WITNESS WHEREOF, the Corporation and the Holder have caused this Note to be executed as of June 17, 2009.

**MICROPLANET TECHNOLOGY CORP.**

Per:



The Holder shall not trade this Note, except in accordance with applicable securities legislation.

**SUBSCRIPTION AGREEMENT FOR CONVERTIBLE NOTES**

**TO: MicroPlanet Technology Corp. (the "Corporation")**

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number set forth below of principal subscription amount of secured, convertible notes (the "Notes") of the Corporation for the aggregate principal amount (the "Aggregate Subscription Amount") set forth below, representing a subscription price of \$1,000 per Note, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Convertible Notes of MicroPlanet Technology Corp." attached hereto, which, together with each Exhibit attached hereto, form a part hereof (collectively, the "Subscription Agreement").

In addition to this face page, the Subscriber must also complete all applicable Exhibits attached hereto.

By executing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in the manner described in Section 8 of this Subscription Agreement. Should the Subscriber have any questions in respect of the Corporation's privacy activities, please contact the President of the Corporation, Bruce Lisanti at (206) 625-0851.

Cole Harris  
 (Name of Subscriber - please print)

By: [Signature]  
 (Authorized Signature)

\_\_\_\_\_  
 (Official Capacity or Title - please print)

Cole Harris  
 (Please print name of individual whose signature appears above if different than name of the subscriber printed above.)

7027 Kenosae Place SW  
 (Subscriber's Address)

Calgary AB T2V 2Z6

403-252-1120 \_\_\_\_\_  
 (Telephone Number) (E-Mail Address)

Number of Notes Amount: 50

Aggregate Subscription Price: 50,000

**Disclosed Beneficial Purchaser:**

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that the attached Exhibits are completed in respect of such principal, if applicable ("Disclosed Beneficial Purchaser"):

\_\_\_\_\_  
 (Name of Principal)

\_\_\_\_\_  
 (Principal's address)

\_\_\_\_\_

\_\_\_\_\_

**Register the Notes as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_

\_\_\_\_\_

**Deliver the Notes as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Address)

**Subscriber Information**

(1) The Subscriber, if not an individual, either: [CHECK APPROPRIATE]

\_\_\_\_\_ has previously filed with the Exchange a Form 4C - Corporate Placee Registration Form ("Form 4C"), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement;

OR

\_\_\_\_\_ hereby delivers to the Corporation a duly signed and completed Form 4C, in the form attached hereto as Exhibit 4 for filing with the Exchange.

(2) The Subscriber either: [CHECK APPROPRIATE]

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over, NO Common Shares or securities convertible into Common Shares (excluding securities exercisable for Common Shares subscribed for herein);

OR

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over \_\_\_\_\_ [fill in number] Common Shares and convertible securities entitling the Subscriber to acquire an additional \_\_\_\_\_ [fill in number] Common Shares (excluding securities exercisable for Common Shares subscribed for herein).

**Subscriber Information**

(3) The Subscriber either: [CHECK APPROPRIATE]

\_\_\_\_\_ IS AN INSIDER of the Corporation, as defined in the policies of the TSX Venture Exchange, namely:

(i) a director or senior officer of the Corporation;

(ii) a director or senior officer of a company that is an insider or subsidiary of the Corporation;

(iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation;

(iv) the Corporation itself, if it holds any of its own securities;

OR

IS NOT AN INSIDER of the Corporation.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

\_\_\_\_\_, 2009.

MICROPLANET TECHNOLOGY CORP.

By: \_\_\_\_\_

Subscription No:

09-07



# VALIANT TRUST COMPANY

Subsidiary of Canadian Western Bank

Suite 310  
606 - 4th Street SW  
Calgary, Alberta T2P 1T1  
Telephone: 403.233.2801  
Facsimile: 403.233.2857

December 22, 2009

**Cole Harris**

7027 Kenosee Place SW  
Calgary, AB T2V 2Z6

Dear Mr. Harris:

**Re: Microplanet Technology Corp.  
Treasury Direction Dated December 9, 2009**

As per the Treasury Direction received from Microplanet Technology Corp., we are pleased to enclose the following share certificate(s):

<u>CERTIFICATE NO.</u>	<u>REGISTRATION</u>	<u>NO. OF SHARES</u>
VT25357	Cole Harris	15,553

Kindly acknowledge safe receipt by signing and returning the attached letter copy.

Yours truly,

Valiant Trust Company

Enclosure

cc: Microplanet Technology Corp.  
Attention: Bruce A. Lisanti

cc: TSX Venture Exchange  
Attention: Jeanene DeOliveira

APPENDIX 2 TO THE CONVERTIBLE NOTE  
OF MICROPLANET TECHNOLOGY CORP.

Notice of Conversion

To: MicroPlanet Technology Corp.  
6310 NE 74<sup>th</sup> Street, Suite 104E.  
Seattle, Washington 98115

The undersigned registered Holder of the within convertible note (the "Note") hereby irrevocably elects to convert \$ \_\_\_\_\_, of the Accrued Interest Amount payable on \_\_\_\_\_ (the "Interest Payment Date") into Common Shares of MicroPlanet Technology Corp. in accordance with the terms of the Note, and directs that the Common Shares issuable and deliverable upon the conversion, and any cash payment payable if less than the full Accrued Interest Amount is converted, be issued and/or delivered to the Holder (or person indicated below)\*.

DATED October 26, 2009.



\_\_\_\_\_  
(Signature of Registered Holder)

Name: COLE HARRIS  
7027 Kensington Place SW  
(Address)  
Calgary AB.  
(City and Province)

\* Print name above in which the Common Shares issued on conversion are to be issued, delivered and registered, if not the registered Holder. If Common Shares are to be registered in the name of a person other than the registered Holder of the Note, the signature of the registered Holder must be guaranteed by a bank, member of a recognized stock exchange or Investment Dealers Association of Canada in a manner satisfactory to the Corporation.

COPY

COLE HARRIS  
"INVESTMENT ACCOUNT"  
190 CHEROVAN DR. S.W.  
CALGARY, ALBERTA T2V 2P5

PRIVATE BANKING

094

STYLE NUMBER 101

PAY TO THE  
ORDER OF

Mrs. PLAVET T. BARNARD  
Pity T. Barnard  
\$ 50,000.00

DATE JUNE 8, 2009

62299

100 DOLLARS

Security Features  
Details on back

THE BANK OF NOVA SCOTIA  
240-8TH AVENUE S.W. - 3RD LEVEL, SUITE 316  
CALGARY, ALBERTA T2P 2N7

MEMO



*[Handwritten signature]*

MP

⑆094⑆ ⑆B2299⑆002⑆ 00144⑆BB⑆

**SUBSCRIPTION AGREEMENT FOR CONVERTIBLE NOTES**

**TO: MicroPlanet Technology Corp. (the "Corporation")**

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number set forth below of principal subscription amount of secured, convertible notes (the "Notes") of the Corporation for the aggregate principal amount (the "Aggregate Subscription Amount") set forth below, representing a subscription price of \$1,000 per Note, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Convertible Notes of MicroPlanet Technology Corp." attached hereto, which, together with each Exhibit attached hereto, form a part hereof (collectively, the "Subscription Agreement").

In addition to this face page, the Subscriber must also complete all applicable Exhibits attached hereto.

By executing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in the manner described in Section 8 of this Subscription Agreement. Should the Subscriber have any questions in respect of the Corporation's privacy activities, please contact the President of the Corporation, Bruce Lisanti at (206) 625-0851.

Cole Harris  
 (Name of Subscriber - please print)

By: [Signature]  
 (Authorized Signature)

\_\_\_\_\_  
 (Official Capacity or Title - please print)

\_\_\_\_\_  
 (Please print name of individual whose signature appears above if different than name of the subscriber printed above.)

7027 Kenossee Place SW  
 (Subscriber's Address)

Calgary AB T2V 2Z6

403-252-1120 \_\_\_\_\_  
 (Telephone Number) (E-Mail Address)

Number of Notes Amount:

Aggregate Subscription Price:

Disclosed Beneficial Purchaser:

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that the attached Exhibits are completed in respect of such principal, if applicable ("Disclosed Beneficial Purchaser"):

\_\_\_\_\_  
 (Name of Principal)

\_\_\_\_\_  
 (Principal's address)

\_\_\_\_\_

Register the Notes as set forth below:

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_

\_\_\_\_\_

Deliver the Notes as set forth below:

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Address)

**Subscriber Information**

(1) The Subscriber, if not an individual, either: [CHECK APPROPRIATE]

\_\_\_\_\_ has previously filed with the Exchange a Form 4C - Corporate Placee Registration Form ("Form 4C"), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement;

OR

\_\_\_\_\_ hereby delivers to the Corporation a duly signed and completed Form 4C, in the form attached hereto as Exhibit 4 for filing with the Exchange.

(2) The Subscriber either: [CHECK APPROPRIATE]

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over, NO Common Shares or securities convertible into Common Shares (excluding securities exercisable for Common Shares subscribed for herein);

OR

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over \_\_\_\_\_ [fill in number] Common Shares and convertible securities entitling the Subscriber to acquire an additional \_\_\_\_\_ [fill in number] Common Shares (excluding securities exercisable for Common Shares subscribed for herein).

**Subscriber Information**

(3) The Subscriber either: [CHECK APPROPRIATE]

\_\_\_\_\_ IS AN INSIDER of the Corporation, as defined in the policies of the TSX Venture Exchange, namely:

- (i) a director or senior officer of the Corporation;
- (ii) a director or senior officer of a company that is an insider or subsidiary of the Corporation;
- (iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation;
- (iv) the Corporation itself, if it holds any of its own securities;

OR

IS NOT AN INSIDER of the Corporation.

**ACCEPTANCE:** The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

\_\_\_\_\_, 2009.

**MICROPLANET TECHNOLOGY CORP.**

By: \_\_\_\_\_

Subscription No:
------------------



TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
CONVERTIBLE NOTES OF MICROPLANET TECHNOLOGY CORP.

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:
  - (a) the Notes subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to \$4,000,000 at a subscription price of \$1,000 per Note (collectively, the "Offering");
  - (b) the Offering is not subject to any minimum subscription level, and therefore, any funds invested are available to the Corporation and will be paid to the Corporation at the Closing Time (as defined herein) and need not be refunded to the Subscriber unless closing of the sale of the note does not occur on or before July 30, 2009;
  - (c) the Notes shall:
    - (i) mature the date that is two years from the Closing Date (or defined herein);
    - (ii) be convertible into common shares (the "Common Shares") of the Corporation at a price of \$0.17 per Common Share;
    - (iii) bear interest at the rate of twelve percent (12%) per annum, payable semi-annually in arrears; and
    - (iv) be secured by way of a security interest registered as a first charge recorded against all present and after acquired real, personal and intellectual property of the Corporation (the "Security Interest");
  - (d) it will be required to execute and deliver an agreement (the "Intercreditor Agreement") to be entered amongst the Corporation and all subscribers pursuant to the Offering that, amongst other things, acknowledges that the Security Interest will be shared on a *pari passu* between all holder of Notes;
  - (e) if the Closing Date (as defined herein) does not occur on or before June 30, 2009 or such other date as may be determined by the Corporation, or in the event that the Corporation rejects this subscription, the Aggregate Subscription Amount (or any unused portion of such Aggregate Subscription Amount in the event the subscription is rejected in part) will be promptly returned to the Subscriber, without interest or deduction;
  - (f) any certificates representing the Notes, and Common Shares issued upon the exercise of the Notes (if such Common Shares are issued within 4 months of the Closing Date), will carry a legend, or an ownership statement, statement of account or transaction statement issued under a direct registration system or other electronic book-entry system will bear legend restriction notation, stating:
    - (i) "Unless permitted under securities legislation, the holder of this security must not trade the security before [the date that is 4 months plus one day from the closing date]", and
    - (ii) "Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [the date that is 4 months plus one day from the closing date]";

### Representations, Warranties and Covenants by Subscriber

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) (and for the purposes of the following representations, warranties and covenants, any reference to the "Subscriber" includes the Subscriber and each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation and its counsel (and acknowledges that the Corporation and its counsel are relying thereon) that both at the date hereof and at the Closing Time (as defined herein):

- (a) it has been independently advised as to restrictions with respect to trading in the Notes imposed by applicable securities legislation in the jurisdiction in which it resides or to which it is otherwise subject, confirms that no representation (written or oral) has been made to it by or on behalf of the Corporation with respect thereto, and acknowledges that it is aware of the characteristics of the Notes, the risks relating to an investment therein and of the fact that it may not be able to resell the Notes except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period or restricted period and compliance with the other requirements of applicable law; the Subscriber further acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence or to which it is otherwise subject for full particulars of the resale restrictions applicable to it and acknowledges that it is solely responsible for the compliance with applicable resale restrictions; and
- (b) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than publicly filed continuous disclosure documents); and
- (c) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the sale and the distribution of the Notes; and
- (d) unless it is purchasing under subparagraph 3(e) below, it is purchasing the Notes as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Notes, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the "Subscriber's Address" on the face page hereof and such address was not created and is not used solely for the purpose of acquiring the Notes and it fully complies with one or more of the criteria set forth below:
  - (i) it is an "accredited investor", as such term is defined in National Instrument 45-106 - "Prospectus and Registration Exemptions" ("NI 45-106"), it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106, and it has concurrently executed and delivered a Representation Letter in the form attached as Exhibit 1 to this Subscription Agreement and has initialled or placed a check mark in Appendix "A" thereto indicating that the Subscriber satisfies one of the categories of "accredited investor" set forth in such definition; or
  - (ii) it is purchasing a sufficient number of Notes so that the Aggregate Subscription Amount payable by the Subscriber in respect of the Notes will not be less than \$150,000, and it has concurrently executed and delivered a Minimum Amount Investment Status Certificate in the form attached hereto as Exhibit 2 to this Subscription Agreement; or
  - (iii) it is resident in or otherwise subject to applicable securities laws of a jurisdiction of Canada other than Ontario and it is one of the following and has so indicated by initialing the applicable paragraph:

- A. a “director”, “executive officer” or “control person” (as such terms are defined in NI 45-106 and reproduced in **Appendix A** to **Exhibit 1** of this Subscription Agreement) of the Corporation, or of an affiliate (as such term is defined in NI 45-106 and reproduced in **Appendix A** to **Exhibit 1** of this Subscription Agreement) of the Corporation; or
- B. a “spouse” (as such term is defined in NI 45-106 and reproduced in **Appendix A** to **Exhibit 1** of this Subscription Agreement), parent, grandparent, brother, sister or child of any person referred to in subparagraph (A) above; or
- C. a parent, grandparent, brother, sister or child of the spouse of any person referred to in subparagraph (A) above; or
- D. a close personal friend (as described below) of any person referred to in subparagraph (A) above and (i) it certifies to the Corporation it has reviewed and understands the guidance respecting the meaning of the phrase “close friend” set forth below, (ii) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons and (iii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or
- E. a close business associate (as described below) of any person referred to in subparagraph (A) above and (i) it certifies to the Corporation it has reviewed and understands the guidance respecting the meaning of the phrase “close business associate” set forth below, (ii) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons, and (iii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or
- F. a “founder” (as such term is defined in NI 45-106 and reproduced in **Appendix A** to **Exhibit 1** of this Subscription Agreement) of the Corporation, or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Corporation and (i) if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with such founder of the Corporation, and (ii) if it is resident in Saskatchewan, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or
- G. a person of which a majority of the voting securities are beneficially owned by, or a majority of directors are, persons described in subparagraphs (A) through (F) above, and, if it is resident in Saskatchewan and the trade is based in whole or in part on a close personal friendship or close business association, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or
- H. a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in subparagraphs (A) through (F) above, and if it is resident in Saskatchewan and the trade is based in whole or in part on a close personal friendship or close business association, it has completed the Risk Acknowledgement Form attached as **Exhibit 3**; or

*(Note: for the purposes of subparagraphs (D) and (F) above, a person is not a close personal friend solely because the individual is a relative or a member of the same organization, association or religious group or because the individual is a client, customer or former client or customer, nor is an individual a close personal friend as a result of being a close personal friend of a close personal friend of one of the listed individuals above, rather the relationship must be direct. A close personal friend is one who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness. Further, for the purposes of subparagraphs (E) and (F) above, a person is not a “close business associate” if the person is a casual business associate or a person introduced or solicited for purposes of purchasing securities nor is the individual a close business associate solely because the individual is a client, customer, former client or customer, nor is the individual a close*

*business associate if they are a close business associate of a close business associate of one of the listed individuals above, rather the relationship must be direct. A close business associate is an individual who had sufficient prior dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness.)*

- (iv) it is an employee, executive officer, director or consultant (as such terms (other than employee) are defined in NI 45-106 and reproduced in **Appendix A** to **Exhibit 1** to this Subscription Agreement) of the Corporation or a related entity of the Corporation and its participation in the trade is voluntary, meaning it is not induced to participate in the trade by expectation of employment or appointment or continued employment or appointment with, or engagement to provide services or continued engagement to provide services to, as applicable, the Corporation or a related entity of the Corporation; or
- (v) if the Subscriber is resident in or otherwise subject to applicable securities laws of a jurisdiction other than a province of Canada, the Subscriber confirms, represents and warrants that:
  - (A) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction in which the Subscriber is resident (the "International Jurisdiction") and which would apply to the acquisition of the Notes; and
  - (B) the Subscriber is purchasing the Notes pursuant to exemptions from prospectus and registration requirements or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Notes under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions; and
  - (C) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Subscriber's Notes or the Common Shares issuable on the exercise of the Notes; and
  - (D) the purchase of the Notes by the Subscriber does not trigger:
    - (I) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
    - (II) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and
  - (E) the Subscriber will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subsections (B), (C) and (D) above to the satisfaction of the Corporation, acting reasonably; and
- (e) if it is not purchasing as a principal, it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each Disclosed Beneficial Purchaser, each of whom is purchasing as principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of the Notes, and it acknowledges that the Corporation is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Notes for whom it may be acting, it is resident in the jurisdiction set out as the "Subscriber's Address", and:
  - (i) it is an "accredited investor" as such term is defined in paragraphs (p) or (q) of the definition of "accredited investor" in NI 45-106 and reproduced in **Appendix "A"** to **Exhibit 1** of this Subscription Agreement (provided, however that it is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the

*Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) and is therefore deemed to be purchasing as principal pursuant to NI 45-106, and it has concurrently executed and delivered a Representation Letter in the form attached hereto as **Exhibit 1** and has initialled or placed a check mark in **Appendix "A"** thereto indicating that the Subscriber satisfies one of the categories of "accredited investor" set out in paragraphs (p) or (q) of **Appendix "A"** thereto; or

- (ii) it is acting as agent for one or more Disclosed Beneficial Purchasers, each of such principals is purchasing as principal for its own account, not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of the Notes, each of such Disclosed Beneficial Purchasers complies with subparagraphs (i), (ii) or (iii) of paragraph 3(d) hereof as are applicable to it and has concurrently executed and delivered all documents required to be delivered pursuant to such sections indicating such compliance and each Disclosed Beneficial Purchaser is resident in the jurisdiction set out as the "Principal's Address" on the face page hereof; and
- (f) it acknowledges and certifies that:
  - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Notes; and
  - (ii) there is no government or other insurance covering the Notes; and
  - (iii) there are risks associated with the purchase of the Notes; and
  - (iv) there are restrictions on the Subscriber's ability to resell the Notes and the Common Shares issued on the exercise of the Notes, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Notes or the Common Shares; and
- (g) it is aware that the Notes and the Common Shares issued on the exercise of the Notes have not been and will not be registered under the United States *Securities Act of 1933*, as amended ("U.S. Securities Act") or the securities laws of any state of the United States and that these securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Notes or the Common Shares issued on the exercise of the Notes; and
- (h) the Notes have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Notes and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered; and
- (i) it is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Notes on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and
- (j) it undertakes and agrees that it will not offer, sell or otherwise transfer any of the Notes or the Common Shares issued on the exercise of the Notes in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Notes or Common Shares issued on the exercise of the Notes except in accordance with the provisions of applicable securities legislation, regulation, rules, policies and orders and stock exchange rules; and
- (k) if it is a corporation, syndicate, partnership, unincorporated association or other entity, it has been duly incorporated or created, it is valid and subsisting under the laws of the jurisdiction of its incorporation or

creation, it has the legal capacity to enter into and be bound by this Subscription Agreement, the person executing this Subscription Agreement on behalf of the Subscriber has the necessary power and authority to do so, and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and

- (l) if it is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and
- (m) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (n) in the case of a subscription by it for Notes acting as agent for a Disclosed Beneficial Purchaser, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable agreement of, such principal; and
- (o) it has such knowledge of financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investments or, where it is not purchasing as principal, each Disclosed Beneficial Purchaser is able to bear the economic risk of loss of its investment; and
- (p) except for this Subscription Agreement, it has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation; and
- (q) it confirms that neither the Corporation nor any of its directors, officers, employees or representatives, has made any representations (oral or written) to the Subscriber:
  - (i) that any person will resell or repurchase the Notes or the Common Shares issued on the exercise of the Notes; or
  - (ii) that any person will refund the purchase price of the Notes; or
  - (iii) as to the future price or value of the Notes or the Common Shares issued on the exercise of the Notes; and
- (r) it has not relied on financial or investment advice from the Corporation or its directors, officers or representatives;
- (s) it is aware that the Corporation may pay a finder's fee consisting of 7% cash and 7% broker warrants to arms-length parties who have introduced the Subscriber to the Corporation, and it is not relying on such arm's-length parties for financial or investment advice;
- (t) it acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber; and
- (u) it understands, acknowledges and is aware that the Notes are being offered for sale only on a "private placement" basis and that the sale and delivery of the Notes is conditional upon such sale being exempt from the requirements under applicable securities laws as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the filing of a prospectus or delivery of an offering memorandum and, as a consequence (i) it is restricted from using most of the civil remedies available under securities legislation; (ii) it may not receive information that would otherwise be required to be provided to it under securities legislation; and (iii) the Corporation is relieved from certain obligations that would otherwise apply under securities legislation; and

- (v) it acknowledges that the Corporation may complete additional financings in the future in order to develop the business of the Corporation and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, on reasonable terms; any such future financings may have a dilutive or negative effect on current securityholders, including the Subscriber; and that if such future financings are not available, the Corporation may be unable to fund its ongoing development; and
- (w) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Notes as may be required, including, without limitation, (a) this duly completed and executed Subscription Agreement (including, without limitation, the Form 4C attached hereto as Exhibit 4); (b) if the Subscriber is an "accredited investor" resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as Exhibit 1; (c) if the Subscriber is purchasing pursuant to paragraph 3(d)(ii) hereof and is resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as Exhibit 2; and (d) if the Subscriber is resident in or otherwise subject to applicable securities laws of Saskatchewan and is a close personal friend or close business associate of a director, executive officer, control person or founder (as defined in NI 45-106) of the Corporation, or of an affiliate (as defined in NI 45-106) of the Corporation or a person described in subparagraphs 3(d)(iii)(G) or 3(d)(iii)(H) above, the Risk Acknowledgment Form attached as Exhibit 3; and
- (x) it will not resell the Notes or the Common Shares issued on the exercise of the Notes except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules; and
- (y) it does not act jointly or in concert with any other subscriber for Notes for the purposes of acquisition of the Notes; and
- (z) the acquisition of the Notes hereunder by the Subscriber will not result in the Subscriber becoming a "control person", as defined under applicable securities laws; and
- (aa) the entering into of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, and if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound; and
- (bb) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLA") and the Subscriber, on its own behalf and on behalf of each Disclosed Beneficial Purchaser on whose behalf the Subscriber is contracting, acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and any Disclosed Beneficial Purchaser's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge, none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber further covenants and agrees that it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (cc) it understands that the investment in the Notes may have tax consequences under applicable laws and that it is the sole responsibility of the Subscriber to determine and assess such tax consequences as may apply to its particular circumstances; and
- (dd) the Subscriber acknowledges that it has been encouraged to obtain independent legal, income tax and investment advice with respect to its subscription for the Notes and accordingly, has had the opportunity to

acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement.

#### Closing

4. The Subscriber agrees to make those deliveries set forth in the Delivery Instructions attached to this Subscription Agreement to the Corporation, not later than 5:00 p.m. (Calgary time) on the day that is **two business days before the Closing Date**.
5. The sale of the Notes pursuant to this Subscription Agreement will be completed at the offices of Bennett Jones LLP, Calgary, Alberta at 10:00 a.m. or such other time as the Corporation (the "Closing Time") on June 9, 2009 or such other date or time as the Corporation may determine (the "Closing Date"). The Corporation may close the Offering in tranches provided that no closing will occur beyond June 30, 2009 or such other date as the Corporation may determine.
6. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed Subscription Agreements, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

#### General

7. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Notes. The representations, warranties and covenants of the Subscriber herein (including those contained in any Representation Letter) are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of a purchaser of Notes and the Subscriber agrees to indemnify and hold harmless the Corporation and its affiliates, shareholders, directors, officers, partners, employees and agents (including their respective legal counsel), from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceedings or investigation commenced or threatened or any claim whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Corporation in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Corporation in connection herewith. The Subscriber undertakes to immediately notify the Corporation at MicroPlanet Technology Corp., 6310 NE 74<sup>th</sup> Street, Suite 104E, Seattle, Washington, 98115, Attention: Bruce Lisanti (Fax Number: (206) 625-0851), of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.
8. The Subscriber acknowledges that this Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Notes under applicable securities laws, preparing and registering any certificates, or preparing any written ownership statement, statement of account or transaction statement, representing any Notes to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by or on behalf of the Corporation to: (a) stock exchanges or securities regulatory authorities; (b) the registrar and transfer agent of the Corporation; (c) Canada Revenue Agency; and (d) any of the other parties involved in the Offering, including legal counsel to the Corporation, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber (and the Disclosed Beneficial Purchaser, if applicable) also consents to the filing of copies or originals of any of the Subscriber's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. An officer of the Corporation is available to answer questions about the collection of personal information by the Corporation at the address provided in Section 7.



9. If the Subscriber is resident in or otherwise subject to applicable securities laws of Ontario, it authorizes the indirect collection of personal information by the Ontario Securities Commission and confirms that it has been notified by the Corporation:

- (a) that the Corporation will be delivering the full name, residential address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price, the exemption relied upon and the date of distribution (the "Information") to the Ontario Securities Commission;
- (b) that such Information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation;
- (c) that such Information is being collected for the purpose of the administration and enforcement of the securities legislation of Ontario; and
- (d) that the title, business address and business telephone number of the public official in the Province of Ontario who can answer questions about the Ontario Securities Commission's indirect collection of such Information is as follows:

Administrative Assistant to the Director of Corporate Finance  
Ontario Securities Commission  
Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593-8086

10. The obligations of the parties hereunder are subject to acceptance of the terms of the Offering by the TSX Venture Exchange (the "Exchange") and all other required regulatory approvals.

11. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Notes to the Subscriber shall be borne by the Subscriber.

12. The contract arising out of this Subscription Agreement and all documents relating thereto, which by common accord has been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta. The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly related thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention de souscription ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en langue anglaise.

13. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

14. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.

15. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

16. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

17. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

18. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.

19. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

20. Time is of the essence hereof.

21. In this Subscription Agreement (including exhibits), references to dollar amounts are to Canadian dollars unless otherwise specified.

DELIVERY INSTRUCTIONS

Deliver to:

MicroPlanet Technology Corp.  
c/o Brett Ironside/Myron Tetreault  
710, 304 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1C2

Attention: Brett Ironside/Myron Tetreault  
Facsimile: (403) 294-1154

No later than 3:00 p.m. (Calgary time) on June 9, 2009 (or two business days before the Closing Date of which the Subscriber receives notice):

- (a) the attached Subscription Agreement completed and executed;
- (b) a **certified cheque** or **bank draft** payable to "MicroPlanet Technology Corp." for the Aggregate Subscription Amount or payment of the same amount in such other manner as is acceptable to the Corporation;
- (c) if you are a resident in or otherwise subject to the securities laws of **any jurisdiction of Canada** and are an "accredited investor", a fully executed and completed **Representation Letter (Exhibit 1)** and **Appendix "A"** thereto completed and executed;
- (d) if you are purchasing pursuant to paragraph 3(d)(ii) hereof and are resident in or otherwise subject to applicable securities laws of any jurisdiction in Canada, a fully executed and completed Representation Letter in the form attached as **Exhibit 2**;
- (e) if you are a resident in or otherwise subject to the securities laws of **Saskatchewan** and are a close personal friend or close business associate of a director, executive officer, control person or founder (as defined in NI 45-106) of the Corporation, or of an affiliate (as defined in NI 45-106) of the Corporation or a person described in subparagraphs 3(d)(iii)(G) or 3(d)(iii)(H) of the attached Subscription Agreement, the **Risk Acknowledgment Form (Exhibit 3)**;
- (f) if you are or the Disclosed Beneficial Purchaser is not an individual and have not previously filed with the Exchange a Form 4C, a completed and duly executed Form 4C attached as **Exhibit 4**;
- (g) an executed copy of the Intercreditor Agreement; and
- (h) any other documents required by applicable securities laws and the Exchange which the Corporation requests.

EXHIBIT 1

REPRESENTATION LETTER  
(FOR ACCREDITED INVESTORS)

TO: MicroPlanet Technology Corp. (the "Corporation")

In connection with the purchase of secured convertible notes of the Corporation (the "Notes") by the undersigned subscriber or, if applicable, the principal on whose behalf the undersigned is purchasing as agent (the "Subscriber" for the purposes of this Exhibit 1), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. the Subscriber is resident in or is otherwise subject to the laws of a jurisdiction of Canada;
2. the Subscriber is purchasing the Notes as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
3. the Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 entitled "Prospectus and Registration Exemptions" ("NI 45-106") by virtue of satisfying the indicated criterion as set out in Appendix "A" to this Representation Letter;
4. the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106; and
5. upon execution of this Exhibit 1 by the Subscriber, this Exhibit 1 shall be incorporated into and form a part of the Subscription Agreement.

Dated: JUNE 8, 2009

Cole Harris  
Print name of Subscriber

By: [Signature]  
Signature

\_\_\_\_\_  
Print name of Signatory (if different from Subscriber)

\_\_\_\_\_  
Title



IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION IN  
APPENDIX "A" ON THE NEXT PAGES

APPENDIX "A"

TO EXHIBIT 1

NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW.

Accredited Investor - (defined in National Instrument 45-106) means:

- \_\_\_\_\_ (a) a Canadian financial institution, or a Schedule III bank; or
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary; or
- \_\_\_\_\_ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- \_\_\_\_\_ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- \_\_\_\_\_ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada; or
- \_\_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec; or
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; or
- \_\_\_\_\_ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada; or
-  \_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000; or
-  \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or

(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialled.)

- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000; or
- \_\_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements; or
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 and 2.19 of National Instrument 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106; or
- \_\_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt; or
- \_\_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or
- \_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person
  - (iv) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
  - (v) in Ontario, is purchasing a security that is not a security of an investment fund; or
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded; or
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function; or
- \_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors (as defined in National Instrument 45-106); or
- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as
  - (vi) an accredited investor, or
  - (vii) an exempt purchaser in Alberta or British Columbia.

For the purposes hereof:

- (a) “affiliate” means an issuer connected with another issuer because
  - (i) one of them is the subsidiary of the other;
  - (ii) each of them is controlled by the same person; or
  - (iii) for the purposes of Saskatchewan securities law, both are subsidiaries of the same issuer;
- (b) “Canadian financial institution” means
  - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) “consultant” means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that
  - (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;
  - (ii) provides the services under a written contract with the issuer or a related entity of the issuer; and
  - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;
- (d) “control person” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds
  - (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
  - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (e) “director” means:
  - (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (f) “eligibility adviser” means
  - (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and

- (ii) in Saskatchewan and Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
  - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and
  - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (g) “**executive officer**” means, for an issuer, an individual who is
  - (i) a chair, vice-chair or president,
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
  - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
  - (iv) performing a policy-making function in respect of the issuer;
- (h) “**financial assets**” means
  - (i) cash,
  - (ii) securities, or
  - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (i) “**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada;
- (j) “**founder**” means, in respect of an issuer, a person who,
  - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
  - (ii) at the time of the trade is actively involved in the business of the issuer;
- (k) “**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (l) “**individual**” means a natural person, but does not include
  - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust, or
  - (ii) a natural person in the person’s capacity as trustee, executor, administrator or other legal representative;



- (m) “investment fund” means a mutual fund or a non-redeemable investment fund;
- (n) “jurisdiction” means a province or territory of Canada except when used in the term foreign jurisdiction;
- (o) “local jurisdiction” means the jurisdiction in which the Canadian securities regulatory authority is situate;
- (p) “non-redeemable investment fund” means an issuer,
  - (i) whose primary purpose is to invest money provided by its securityholders,
  - (ii) that does not invest,
    - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
    - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
  - (iii) that is not a mutual fund;
- (q) “person” includes
  - (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
  - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (r) “regulator” means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;
- (s) “related liabilities” means
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets;
- (t) “Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (u) “spouse” means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

- (v) **"subsidiary"** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

All monetary references are in Canadian Dollars.

EXHIBIT 2

MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE

TO: MicroPlanet Technology Corp. (the "Corporation")

In connection with the purchase by the undersigned Subscriber of secured, convertible notes of the Corporation (the "Notes"), the Subscriber, on its own behalf and on behalf of each of the Disclosed Beneficial Purchasers for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

1. the Subscriber is resident in or is otherwise subject to the laws of a jurisdiction of Canada;
2. the Subscriber is purchasing the Notes as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
3. the Notes have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash at the closing of the Offering;
4. the Notes are a security of a single issuer;
5. the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a *bona fide* purpose other than investment in the Notes; and
6. upon execution of this Exhibit 2 by the Subscriber, this Exhibit 2 shall be incorporated into and form a part of the Subscription Agreement.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior thereto.

Dated: JUNE 8, 2009

Signed: [Signature]

[Signature]  
Witness (if Subscriber is an Individual)

[Signature]  
Print the name of Subscriber

Maechan McGrath  
Print Name of Witness

\_\_\_\_\_  
If Purchaser is a corporation,  
print name and title of  
Authorized Signing Officer

EXHIBIT 3

RISK ACKNOWLEDGEMENT

CLOSE PERSONAL FRIENDS AND CLOSE BUSINESS ASSOCIATES

The undersigned (the "Subscriber"), a resident of Saskatchewan, hereby represents and warrants, as an integral part of the attached subscription agreement, that he, she or it in all respects acknowledges and understands the following:

FORM 45-106F5

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus.

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a close personal friend or close business associate of \_\_\_\_\_ [state name], who is a \_\_\_\_\_ [state title - founder, director, executive officer or control person] of \_\_\_\_\_ [state name of issuer or its affiliate - if an affiliate state "an affiliate of the issuer" and give the issuer's name]

I acknowledge that I am purchasing based on my close relationship with \_\_\_\_\_ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess his/her capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

**WARNING**

**You are buying Exempt Market Securities.** They are called exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and

the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

**You may not receive any written information about the issuer or its business.**

If you have questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

Purchaser's initials: \_\_\_\_\_

## EXHIBIT 4

## FORM 4C

## CORPORATE PLACEE REGISTRATION FORM

Where subscribers to a Private Placement are not individuals, the following information about the placee must be provided if such subscribers:

- (a) will hold more than 5% of the Issuer's issued and outstanding Listed Shares upon completion of the Private Placement; or
- (b) are subscribing for more than 25% of the Private Placement.

This Form will remain on file with the Exchange. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

## 2. Placee Information:

(a) Name: \_\_\_\_\_

(b) Complete Address: \_\_\_\_\_  
\_\_\_\_\_

(c) Jurisdiction of Incorporation or Creation: \_\_\_\_\_

3. (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? \_\_\_\_\_

(b) Is the Placee carrying on business as a portfolio manager outside of Canada:  
(Yes/No)? \_\_\_\_\_

## 4. If the answer to 2(b) above was "Yes", the undersigned certifies that:

- (a) It is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
- (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in \_\_\_\_\_ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
- (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
- (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and

(e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

5. If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

\* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Official Capacity - please print)

\_\_\_\_\_  
(Please print name of individual whose signature appears above)

**Acknowledgement - Personal Information**

"Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (a) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

Dated at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
(Name of Purchaser - please print)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Official Capacity - please print)

\_\_\_\_\_  
(Please print name of individual whose signature appears above)

**THIS IS NOT A PUBLIC DOCUMENT**



# Brett Ironside Employment Claim

---

District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-  
Estate No. 25-

FORM 31 / 36  
Proof of Claim / Proxy  
In the matter of the proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:  
Brett Ironside 727 Lake Placid Dr. SE, Calgary, AB  
T2J 4B9

In the matter of the proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Brett Ironside, creditor.

I, \_\_\_\_\_, of the city of \_\_\_\_\_, a creditor in the above matter, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, to be my proxyholder in the above matter, except as to the receipt of dividends, (with or without) power to appoint another proxyholder in his or her place.

I, Brett Ironside (name of creditor or representative of the creditor), of the city of Calgary in the province of Alberta do hereby certify:

1. That I am a creditor of the above named debtor ~~(or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).~~

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 411,229.15, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ 275,440.00  
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ 135,789.15

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_.

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_.

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_.

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) for the above named creditor \_\_\_\_\_ (is/is not) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 17 day of October, 2016.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

# SCHEDULE "A"

to Proof of Claim submitted by Brett Ironside

Form 10  
Rule 3.25

Clerk's stamp:

COURT FILE NO.

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

Calgary

PLAINTIFF(S)

BRETT IRONSIDE

DEFENDANT(S)

MICROPLANET TECHNOLOGY CORP., DAVID  
ANDREWS, GRAHAME FOULGER, ALAN RICHARDSON,  
AND THOMAS VAN HORN

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Olson & Company  
Barristers and Solicitors  
1250, 717-7<sup>th</sup> Avenue SW  
Calgary, AB T2P 0Z3  
Attention: KAREN M. HANSEN  
Ph: 403-263-5753 Fax: 403-263-8595  
File No.: 1-881

## NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

### Statement of facts relied on:

1. The Plaintiff is an individual residing in Calgary, Alberta.
2. The Defendant MicroPlanet Technology Corp. (hereinafter referred to as "MicroPlanet") is a corporation duly incorporated pursuant to the laws of Alberta, and carrying on business in the Province of Alberta and elsewhere. The Defendants David Andrews (hereinafter referred to as "Andrews"), Grahame Foulger (hereinafter referred to as "Foulger"), Alan Richardson (hereinafter referred to as "Richardson"), and Thomas Van Horn (hereinafter referred to as "Van Horn") were at all material times Directors of MicroPlanet.

3. By an Executive Employment Agreement dated April 30, 2013 (the "Agreement"), MicroPlanet agreed to employ the Plaintiff at a base salary of \$250,000 (Cdn.), plus a Performance Based Bonus, Stock Options, cash in lieu of Benefits and an auto allowance.
4. Clause 6(b) of the Agreement provides that if the Plaintiff's employment is terminated without Cause, then MicroPlanet shall pay the Plaintiff an amount equal to the Compensation received by the Employee in the fiscal year prior.
5. Clause 13(c) of the Agreement provides that in any lawsuit arising out of or relating to the Agreement, the prevailing party shall recover his costs and reasonable attorney fees.
6. Pursuant to Clause 13(d) of the Agreement the parties attorned to the jurisdiction of Alberta and the application of Alberta law.
7. The Plaintiff faithfully and diligently performed his duties on behalf of MicroPlanet, throughout his employment.
8. MicroPlanet failed to pay the Plaintiff his salary from September 1, 2013 to December 16, 2013, which was due and payable by December 31, 2013, and which amounts to \$72,916.67 (Cdn.).
9. On April 26, 2014, MicroPlanet, through its CEO Joe Tanner, acknowledged that the outstanding salary owing to the Plaintiff, which the Plaintiff states constitutes acknowledgement of the claim for unpaid salary in accordance with section 8 of the *Limitations Act RSA 2000, c.L-12*.
10. As Directors of MicroPlanet at the time the salary was earned, Andrews, Foulger, Richardson and Van Horn are liable for the Plaintiff's unpaid salary in accordance with section 112 of the *Employment Standards Code, R.S.A. 2000, c. E-9*.
11. MicroPlanet failed to pay the Plaintiff Vacation Pay of \$20,833.00 for the calendar year 2013.
12. MicroPlanet is indebted to the Plaintiff for expenses incurred by the Plaintiff at the request of MicroPlanet, and/or while performing the duties of his employment in the amount of \$10,904.70 (Cdn.) and \$10,498.53 (U.S.).
13. On or about December 11, 2013 MicroPlanet issued a temporary layoff notice for the period commencing December 16, 2013, and ending on January 13, 2014.
14. MicroPlanet and the Plaintiff agreed that the Plaintiff would take a three month leave from January 1, 2014 to March 31, 2014 in order to attend the ICD-Rotman Directors Education Program, that during that period the Plaintiff would not draw a salary, and that MicroPlanet would reimburse the Plaintiff for the costs of the Program. The Plaintiff incurred costs of \$17,250.00 for the Program, which costs have never been reimbursed by MicroPlanet.

15. MicroPlanet never recalled the Plaintiff to work after March 31, 2014, and accordingly MicroPlanet terminated the Plaintiff's employment on or about March 31, 2014. The Plaintiff pleads section 63 of the *Employment Standards Code, R.S.A. 2000, c. E-9 as amended*.

16. Further, or in the alternative, MicroPlanet breached the terms of the Agreement and constructively dismissed the Plaintiff's employment when it failed to pay the Plaintiff's salary on December 31, 2013.

17. Due to the termination of the Plaintiff's employment, MicroPlanet is indebted to the Plaintiff for the following amounts pursuant to the Agreement, or, alternatively, as damages for wrongful dismissal:

- (a) Yearly salary of \$250,000 (Cdn);
- (b) Yearly value of Cash in lieu of Health Benefits of \$16,440.00 (Cdn);
- (c) Yearly value of Auto Allowance of \$9,000.00 (Cdn.).

18. The Plaintiff proposes that the trial of this matter take place at the Court House in the City of Calgary. In the opinion of the Plaintiff, the trial of this matter will take less than 25 days.

**Remedy sought:**

**As Against MicroPlanet, Andrews, Foulger, Richardson, and Van Horn, jointly and severally:**

19. Judgment for unpaid salary in the amount of \$72,916.67;

**As Against MicroPlanet:**

- 20. Judgment for breach of the Agreement, or alternatively, as damages for Wrongful Dismissal in the amount of \$275,440.00 (Cdn.), or such other amounts as may be proven at trial;
- 21. Judgment for unpaid vacation pay in the amount of \$20,833.00 (Cdn.);
- 22. Judgment for reimbursement of work expenses in the amount of \$10,904.70 (Cdn.) and \$10,498.53 (U.S.);
- 23. Judgment for reimbursement of ICD-Rotnam Directors Education Program in the amount of \$17,250.00 (Cdn).
- 24. Interest on all amounts awarded pursuant to the *Judgment Interest Act, R.S.A. 2000, c. J-1*.
- 25. Costs on a solicitor client basis, or alternatively, a party-party basis.

25. Such further and other relief as this Honourable Court may determine is appropriate.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or demand for notice on the plaintiff's(s") address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-  
Estate No. 25-

FORM 37

Voting Letter  
(Paragraph 51(1)(f) of the Act)

In the matter of the proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

I, Brett Ironside, creditor ~~(or, [redacted], representative of~~  
~~[redacted]~~, creditor), of Calgary, AB, a creditor in the above matter for the  
sum of \$ 411,229.15, hereby request the trustee acting with respect to the proposal of MicroPlanet  
Technology Corp., to record my vote against (for or against) the acceptance of the proposal as made on  
the 3<sup>rd</sup> day of October 2016.

Dated at Calgary, this 17 day of October 2016.

[Signature]  
Witness

[Signature]  
Individual Creditor

Witness

Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:  
Deloitte Restructuring Inc.  
Per:

Jeff Keeble, CPA, CA, CIRP, LIT, CBV – Proposal Trustee  
700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-0660  
Fax: (403) 718-3681



# Myron Tetreault Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-  
Estate No. 25-

FORM 31 / 36  
Proof of Claim / Proxy  
In the matter of the proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Suite 609, 304-8th Ave SW  
Calgary, AB T2P 1K2 email: mtetreault@fitzroydev.com

In the matter of the proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Myron Tetreault, creditor.

I, MYRON TETREAUULT of the city of Calgary, a creditor in the above matter, hereby appoint MYRON TETREAUULT of Calgary, of Calgary, to be my proxyholder in the above matter, except as to the receipt of dividends, with (with or without) power to appoint another proxyholder in his or her place.

I, MYRON TETREAUULT (name of creditor or representative of the creditor), of the city of Calgary in the province of Alberta do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of bankruptcy, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 1.00, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

- A. UNSECURED CLAIM OF \$ 1.00  
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.  
 Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
*Set out on an attached sheet details to support priority claim*

- B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

- C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

- D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
*Attach a copy of sales agreement and delivery receipts*

- E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, AB, this 31<sup>st</sup> day of October, 2016

Witness  
[Signature]  
Witness  
[Signature]

Individual Creditor

CALCATE HOLDINGS LTD.  
Name of Corporate Creditor

Per [Signature]  
Name and Title of Signing Officer  
MYRON TETREULT, Chairman

Return To:

Phone Number: 403-294-1042  
Fax Number: 403-294-1154  
E-mail Address: mtetreult@p.r.treoydel.com

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

**SUBSCRIPTION AGREEMENT FOR CONVERTIBLE NOTES**

**TO: MicroPlanet Technology Corp. (the "Corporation")**

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number set forth below of principal subscription amount of secured, convertible notes (the "Notes") of the Corporation for the aggregate principal amount (the "Aggregate Subscription Amount") set forth below, representing a subscription price of \$1,000 per Note, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Convertible Notes of MicroPlanet Technology Corp." attached hereto, which, together with each Exhibit attached hereto, form a part hereof (collectively, the "Subscription Agreement").

In addition to this face page, the Subscriber must also complete all applicable Exhibits attached hereto.

By executing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in the manner described in Section 8 of this Subscription Agreement. Should the Subscriber have any questions in respect of the Corporation's privacy activities, please contact the President of the Corporation, Bruce Lisanti at (206) 625-0851.

MYRON TETREULT  
 (Name of Subscriber - please print)

By: [Signature]  
 (Authorized Signature)

\_\_\_\_\_  
 (Official Capacity or Title - please print)

\_\_\_\_\_  
 (Please print name of individual whose signature appears above if different than name of the subscriber printed above.)

710, 304-8th Ave SW  
 (Subscriber's Address)

Calgary, AB T2P 1C2

(403) 294-1042 mtetreult@fitzroydev.com  
 (Telephone Number) (E-Mail Address)

Number of Notes Amount: 113

Aggregate Subscription Price: \$113,000

**Disclosed Beneficial Purchaser:**

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that the attached Exhibits are completed in respect of such principal, if applicable ("Disclosed Beneficial Purchaser"):

\_\_\_\_\_  
 (Name of Principal)

\_\_\_\_\_  
 (Principal's address)

**Register the Notes as set forth below:**

same  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

**Deliver the Notes as set forth below:**

MYRON TETREULT  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Contact Name)

710, 304-8th Ave SW  
 (Address)

Calgary, AB T2P 1C2

Subscriber Information

(1) The Subscriber, if not an individual, either:  
[CHECK APPROPRIATE]

\_\_\_\_\_ has previously filed with the Exchange a Form 4C - Corporate Placee Registration Form ("Form 4C"), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement;

OR

\_\_\_\_\_ hereby delivers to the Corporation a duly signed and completed Form 4C, in the form attached hereto as Exhibit 4 for filing with the Exchange.

(2) The Subscriber either: [CHECK APPROPRIATE]

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over, NO Common Shares or securities convertible into Common Shares (excluding securities exercisable for Common Shares subscribed for herein);

OR

\_\_\_\_\_ owns directly or indirectly, or exercises control or direction over \_\_\_\_\_ [fill in number] Common Shares and convertible securities entitling the Subscriber to acquire an additional \_\_\_\_\_ [fill in number] Common Shares (excluding securities exercisable for Common Shares subscribed for herein).  
1,743,900  
2,125,294

Subscriber Information

(3) The Subscriber either: [CHECK APPROPRIATE]

IS AN INSIDER of the Corporation, as defined in the policies of the TSX Venture Exchange, namely:

- (i) a director or senior officer of the Corporation;
- (ii) a director or senior officer of a company that is an insider or subsidiary of the Corporation;
- (iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation;
- (iv) the Corporation itself, if it holds any of its own securities;

OR

\_\_\_\_\_ IS NOT AN INSIDER of the Corporation.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

October 14, 2009.

MICROPLANET TECHNOLOGY CORP.

By: \_\_\_\_\_

Subscription No:

09-24

Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day hereof.

The Convertible Notes represented by this Certificate are subject to the provisions of an Intercreditor Agreement, which agreement contains restrictions relating to the rights hereunder, and notice of the terms and conditions of such agreement are hereby given.

PRINCIPAL AMOUNT: \$113,000  
(hereinafter referred to as the "Principal Amount")

NUMBER: June 09-24

MICROPLANET TECHNOLOGY CORP.  
Incorporated under the *Business Corporations Act* (Alberta)

### CONVERTIBLE NOTE

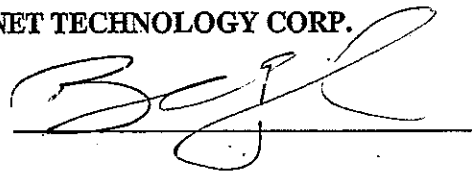
For value received, MicroPlanet Technology Corp. (hereinafter referred to as the "Corporation"), hereby acknowledges itself indebted to MYRON TETREULT (the "Holder"), and promises to pay to the Holder on October 14, 2011 or such earlier date as the Principal Amount may become due and payable (subject to and in accordance with the terms, conditions and provisions of Schedule "A" attached hereto and forming a part hereof) (the "Maturity Date"), the Principal Amount in lawful money of Canada at the head office of the Corporation (6310 NE 74<sup>th</sup> Street, Suite 104E, Seattle, Washington, 98115), or at such other place or places within Seattle, Washington or Calgary, Alberta, as may be designated by the Corporation from time-to-time by notice in writing to the Holder (together with all costs and expenses that may become payable to the Holder in accordance with Schedule "A"). The Corporation will pay interest on the Principal Amount outstanding from time to time at a rate of 12.00% per annum, calculated semi-annually and not in advance on the last business day of April and October of each year (each an "Interest Payment Date"), commencing October 31, 2009. At the option of the Holder, interest may be paid in cash or in common shares of the Corporation (the "Common Shares"), at an issue price equal to the Market Price (as defined herein) of the Common Shares on the TSX Venture Exchange at the time of settlement.

By its execution hereof, the Holder acknowledges and agrees to the terms and conditions hereof, including the terms set out in Schedule "A" hereto, which are incorporated herein by reference and form part of this Note.

IN WITNESS WHEREOF, the Corporation and the Holder have caused this Note to be executed as of October 14, 2009.

MICROPLANET TECHNOLOGY CORP.

Per:



The Holder shall not trade this Note, except in accordance with applicable securities legislation.

**CONTRACT FOR SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 15th day of August, 2012.

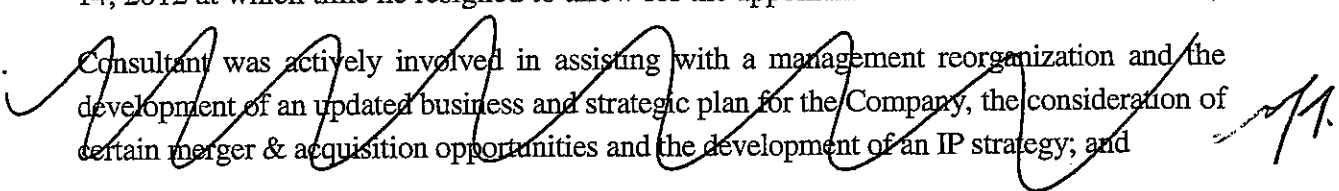

**BETWEEN:**

**MICROPLANET TECHNOLOGY CORP.**, a body corporate incorporated under the laws of the Province of Alberta (hereinafter called the "Company")

- and -

**MYRON TETREAU**T, of the City of Calgary, in the Province of Alberta (hereinafter called the "Consultant")

**WHEREAS:**

- A. Consultant is a co-founder of the Company (formerly "HF Capital Corp.", which acquired MicroPlanet, Inc.; Consultant served as a director of the Company until August 14, 2012 at which time he resigned to allow for the appointment of an additional director;
- B.  Consultant was actively involved in assisting with a management reorganization and the development of an updated business and strategic plan for the Company, the consideration of certain merger & acquisition opportunities and the development of an IP strategy; and
-  the Company wishes to retain the services of the Consultant, on a transitional and as needed basis, to advise the Company with respect to certain matters with which the Consultant has expertise and experience;

**NOW THEREFORE**, in consideration of the covenants set out in this Agreement, the payment of CDN\$1.00 by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

**1. Retainer**

**1.1** Effective the date hereof, the Consultant agrees to provide such advice and consultation with respect to the business and affairs of the Company as the Board of Directors or the President of the Company may reasonably request from time to time and as the Consultant may agree to.

**1.2** The Consultant agrees to make himself available on reasonable notice by the Company, for a period of 12 months (herein referred to as the "Term"). Thereafter, this Agreement shall continue on a month to month basis unless terminated in writing by the Company upon one month's notice.

**1.3** The Consultant agrees to perform his services hereunder in a timely and professional manner.

## **2. Remuneration**

**2.1** The Consultant and the Company agree that for any services rendered under Section 1, the Consultant will be paid a commercially reasonable consulting fee, as agreed to by the parties.

**2.2** In the event the parties agree to extend this Agreement past expiry of the Term, the parties will determine the basis and rate of remuneration for provision of the Consultant's services during the extension.

## **3. Independent Consultant**

**3.1** The Consultant represents that the Consultant is in the business for himself and that the Consultant is an independent consultant for the purpose of the *Income Tax Act* (Canada). Nothing contained in this Agreement shall be regarded or construed as creating any relationship (employer/employee, joint venture, association, or partnership) between the parties other than as set forth herein.

**3.2** The Consultant shall be free to devote such portion of the Consultant's time, energy, efforts and skill as the Consultant sees fit on other activities, and to perform the Consultant's duties when and where the Consultant sees fit.

## **4. Expenses**

**4.1** The Company will reimburse the Consultant for all travel and other expenses actually and reasonably incurred in the performance of his services rendered under Section 1 of this Agreement. Reimbursement will be made upon the submission of an expense claim and proper vouchers reasonably satisfactory to the Company. Notwithstanding the foregoing, any single expense exceeding, or reasonably expected to exceed CDN\$750.00 requires pre-approval by the Company's Chairman, President or Chief Financial Officer, or such other person(s) as the Company's Board of Directors may decide.

## **5. Taxes**

**5.1** The Consultant is responsible for the payment of all taxes payable pursuant to this Agreement.

**5.2** The Consultant agrees that he will save harmless and indemnify the Company, the directors and officers of the Company from and against all claims, charges, taxes, penalties or demands which may be made by the Minister of National Revenue requiring the Company to pay income tax under the *Income Tax Act* (Canada) in respect to income or any other tax payable by the Consultant.



## **6. Company Property and Confidential Information**

**6.1** All equipment, files, forms, client lists, materials, written correspondence, communications, reports, proposals, specifications, formulae, drawings, blueprints, sketches, materials, equipment, products, prototypes, designs and any other documents or property pertaining to the business of the Company and its subsidiary that may come into the possession or control of the Consultant is the Company's property at all times. The Consultant agrees to promptly return all of this property to the Company following termination of his engagement hereunder.

**6.2** The Consultant hereby acknowledges that all of Company's and its subsidiary's customer and client lists and records, vendor and supplier lists and records, product information, designs, drawings, sketches, patent design and art work, specifications, formulae, blueprints, prototypes, schematics, software codes, business strategies, intracompany communications, employee agreements, business records, reports and proposals constitute confidential information of the Company ("Confidential Information"). The Consultant acknowledges that the Confidential Information is proprietary and integral to Company's business, agrees to keep such Confidential Information confidential and will not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, corporation or other entity, or utilize in any manner whatsoever, any such Confidential information without the prior written consent of Company.

**6.3** Notwithstanding the foregoing, the term "Confidential Information" does not include any information: (i) that at the time of disclosure to the Consultant or thereafter is generally available to and known by the public (other than as a result of a disclosure by the Consultant); (ii) that is or was received by the Consultant on a non-confidential basis from a source other than the Company who is not prohibited from transmitting the information to the Consultant by a confidentiality agreement with or other contractual, legal or fiduciary obligation to the Company or any of its subsidiaries, affiliates or associates; (iii) heretofore disclosed to the Consultant by the Company on a non-confidential basis; or (iv) that was known by the Consultant prior to disclosure hereunder and is not subject to a confidentiality obligation.

**6.4** All ideas and inventions relating in any way to Company's business that are designed, improved, planned, proposed, altered, modified, refined or enhanced by the Consultant in connection with his services under this Agreement shall be considered "works for hire" to the fullest extent permitted under the law and shall remain at all times the sole property of Company. Except in connection with his services under Clause 1 of this Agreement, the Consultant shall not be allowed to use such ideas, inventions or products unless he receives the prior written consent of Company. Without limiting the foregoing, any and all patents, trademarks, patent filings or the like relating in any way to Company's products shall remain the sole property of the Company; and, upon request, the Consultant shall execute any and all documents, filings or contracts assigning the same to Company. Furthermore, the Consultant will execute any and all applications, assignments or other instruments that the Company deems necessary to protect the Company's interests therein.

**6.5** The Consultant understands and agrees that the Company may suffer irreparable harm in the event that the Consultant breaches any of the obligations under this Clause 6 and that

monetary damages may be inadequate to compensate the Company for such a breach. Accordingly, the Consultant agrees that, in the event of a breach or a threatened breach by the Consultant of any of the provisions of this Agreement, the Company in addition to any other rights, remedies or damages available to the Company at law or in equity, is entitled to an interim and permanent injunction in order to prevent or restrain any such breach by the Consultant, or by any or all of the Consultant's partners, employers, employees, servants, agents, representatives and any other persons directly or indirectly acting for, or on behalf of, or with the Consultant.

**6.6** The Consultant agrees that the Company may apply for and obtain injunctive relief, including an interim and interlocutory injunction in any court of competent jurisdiction to enforce any of the provisions of this clause upon the breach or threatened breach of it. The Consultant further agrees and the Company may apply for and is entitled to this injunctive relief without having to prove damages, and is entitled to all costs and expenses, including reasonable solicitor and client legal costs and disbursements.

**6.7** The Consultant acknowledges and understands that his obligations under this clause 6, will survive the termination of his engagement hereunder.

## **7. Notices**

**7.1** All notices which may be given under this Agreement shall be in writing and may be delivered personally, by courier, by facsimile or by single pre-paid registered mail addressed as follows:

To the Consultant:

Myron Tetreault  
Suite 710, 304 – 8<sup>th</sup> Avenue S.W.  
Calgary, AB CANADA T2P 1C2

Facsimile: (403) 294-1154

To the Company:

MicroPlanet Technology Corp.  
15530 Woodinville-Redmond Road NE  
Woodinville, WA 98072  
USA

Facsimile: (206) 625-0999

**7.2** Any notice which is delivered by single pre-paid registered mail shall be deemed to be given on the fifth business day after which it was mailed.

**7.3** All notices pursuant to this clause shall be effective upon receipt. Either party may give to the other a notice of change of address for the giving of notice pursuant to this Agreement.

## **8. Indemnity**

**8.1** The Company shall indemnify to the full extent permitted by law, the Consultant and its directors, officers, employees and subcontractors, as applicable, if they are made, or are threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative in regard to their liability, or any other action, as a result of carrying out their duties and services pursuant to this Agreement, or in regard to any other duties carried out for and on behalf of the Company or at the request of the Company, if:

- (a) the indemnified party has acted honestly and in good faith and with a view to the best interest of the Company; and
- (b) in the case of criminal or administrative action, or a proceeding that is enforced by a monetary penalty, the indemnified party had reasonable grounds for believing that his or her conduct was lawful.

## **9. General**

**9.1** This Agreement shall be governed by and construed in accordance with the laws of Alberta and the federal laws of Canada applicable therein.

**9.2** This Agreement is not assignable by either of the parties without the prior written consent of the other party, but subject to that, shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, successors and assigns.

**9.3** The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision thereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

9.4 This Agreement constitutes the whole agreement between the parties hereto and all promises, representations and understandings are merged herein.

By their signatures, the parties hereby agree to the terms and conditions of this Agreement as of the date first above written.

SIGNED, SEALED AND )  
DELIVERED in the )  
presence of: )  
)  
)  
\_\_\_\_\_)  
Witness to the signature of )  
\_\_\_\_\_)

  
\_\_\_\_\_  
MYRON TETREULT

**MICROPLANET TECHNOLOGY  
CORP.**

Per:   
\_\_\_\_\_

**From:** [Myron Tetreault](#)  
**To:** [Sithole, Joseph \(CA - Alberta\)](#)  
**Cc:** [Keeble, Jeff \(CA - Alberta\)](#)  
**Subject:** RE: MicroPlanet Technology Corporation Proposal - Court file #25-2172984  
**Date:** Thursday, December 1, 2016 5:06:51 PM  
**Attachments:** [16-12-01 calafate share cert.pdf](#)  
[16-12-01 myron debenture.pdf](#)  
[16-12-01 calafate debenture.pdf](#)  
[12-08-15 consulting agreement.pdf](#)

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Hi Joseph,

I am a co-founder and former director of MicroPlanet Technology Corp. I have invested over \$1 million in MicroPlanet and currently hold approximately 8 million common shares of the Corporation. For your information, I have attached a sample share certificate in the name of Calafate Holdings Ltd. I hold my personal shares through various brokerage accounts. I participated both personally and through my holding company, Calafate Holdings Ltd., in the debenture financings. For your information, I have attached the subscription agreements and certificates for one such subscription for each of Calafate Holdings Ltd. and Myron Tetreault. Upon my resignation as Chairman of MicroPlanet, I entered into a consulting agreement with the Company. This agreement has never been terminated. I provided advice and counsel to the former CEO, Brett Ironside as well as the former Chairman, Alan Richardson and have also been consulted by the current director, Wolfgang Struss. I have never been paid for such counsel. For your information, I have attached a signed copy of this agreement.

I filed my proof of claim for \$1.00 because that is the amount you set out on your own schedule for the meeting. I am simply looking to have status at this meeting to be able to speak to and vote with respect to the proposed plan. I intend to appear in person at the meeting tomorrow.

Regards,

Myron Tetreault

---

**From:** Sithole, Joseph (CA - Alberta) [mailto:[josithole@deloitte.ca](mailto:josithole@deloitte.ca)]  
**Sent:** Thursday, December 1, 2016 3:02 PM  
**To:** Myron Tetreault <[mtetreault@fitzroydev.com](mailto:mtetreault@fitzroydev.com)>  
**Subject:** RE: MicroPlanet Technology Corporation Proposal - Court file #25-2172984

Hello Myron,

I believe Dana Gaspar has contacted you in the past regarding your proof of claim, however I am not sure if you responded previously. We need a schedule supporting the amount owed to you in order to accept your proof of claim. In addition, you filed your proof of claim for \$1.00, the proof of claim should be filed for the actual amount owing to you.

Please contact me for any questions you may have.

Regards,

--

**Joseph Sitholé, CA**  
Senior Associate | Restructuring Services  
D: (587) 293 3203 | F: (403) 718 3681  
[josithole@deloitte.ca](mailto:josithole@deloitte.ca) | [deloitte.ca](http://deloitte.ca)

--

Deloitte is proud to be selected as one of  
Canada's Top 100 Employers in 2016

Please consider the environment before printing.

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**From:** Myron Tetreault [<mailto:mtetreault@fitzroydev.com>]  
**Sent:** Monday, October 31, 2016 2:31 PM  
**To:** Keeble, Jeff (CA - Alberta) <[jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca)>; CA Calgary Restructuring (CA - Calgary) <[CalgaryRestructuring@deloitte.ca](mailto:CalgaryRestructuring@deloitte.ca)>  
**Subject:** MicroPlanet Technology Corporation Proposal - Court file #25-2172984

Dear Sirs / Mesdames,

I just received the documents mailed on October 4<sup>th</sup>, 2016 regarding the above-mentioned proposal. I understand that the meeting of creditors scheduled for October 21, 2016 has been cancelled or postponed.

In connection with this matter, please find attached the Form 31 / 36 and Form 37 for both Calafate Holdings Ltd. and Myron Tetreault voting **AGAINST** this proposal.

Please confirm receipt of this email and that my vote has been properly received and recorded. Also, please advise as to the time, date and place of any rescheduled meeting.

Regards,

Myron Tetreault

**Confidentiality Warning:**

This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You

If you do not wish to receive future commercial electronic messages from Deloitte, forward this email to [unsubscribe@deloitte.ca](mailto:unsubscribe@deloitte.ca)

**Avertissement de confidentialité:**

Ce message, ainsi que toutes ses pièces jointes, est destiné exclusivement au(x) destinataire(s) prévu(s), est confidentiel et peut contenir des renseignements privilégiés. Si vous n'êtes pas le destinataire prévu de ce message, nous vous avisons par la présente que la modification, la retransmission, la conversion en format papier, la reproduction, la diffusion ou toute autre utilisation de ce message et de ses pièces jointes sont strictement interdites. Si vous n'êtes pas

le destinataire prévu, veuillez en aviser immédiatement l'expéditeur en répondant à ce courriel et supprimez ce message et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d'autres messages électroniques commerciaux de Deloitte à l'avenir, veuillez envoyer ce courriel à l'adresse [unsubscribe@deloitte.ca](mailto:unsubscribe@deloitte.ca)

DATE 0 8 3 1 2 0 1 2  
M M D D Y Y Y Y

\*\*\*\*\*One Hundred Twenty-Four Thousand Three Hundred Thirty and 96/100

\*\* 124,330.96

Scotia Capital ITF Tetreault #4834395719  
Scotia Capital ITF Myron Tetreault  
40 King St. West 23rd floor, Income Dept  
Toronto, ON M5H 1H1  
Attn: Grace Lorenti

MEMO

Scotia Capital ITF Tetreault #4834395719

8/31/2012

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/31/2012	Bill	Convertible note	CAD 113,000.00	CAD 113,000.00		CAD 113,000.00
08/31/2012	Bill	Interest cn	CAD 11,330.96	CAD 11,330.96		CAD 11,330.96
					Cheque Amount	CAD 124,330.96

HSBC

CAD 124,330.96

Scotia Capital ITF Tetreault #4834395719

8/31/2012

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/31/2012	Bill	Convertible note	CAD 113,000.00	CAD 113,000.00		CAD 113,000.00
08/31/2012	Bill	Interest cn	CAD 11,330.96	CAD 11,330.96		CAD 11,330.96
					Cheque Amount	CAD 124,330.96

HSBC

CAD 124,330.96



# Calafate Holdings Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-  
Estate No. 25-

FORM 31 / 36  
Proof of Claim / Proxy  
In the matter of the proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Suite 609, 304-8th Ave SW  
Calgary, AB T2P 1C2 email: mtetreault@fitzroydev.com

In the matter of the proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Calabate Holdings Ltd., creditor on behalf of Calabate Holdings Ltd.,

I, Myron Tetreault, of the city of Calgary, a creditor in the above matter, hereby appoint Myron Tetreault, of, to be my proxyholder in the above matter, except as to the receipt of dividends, with (with or without) power to appoint another proxyholder in his or her place.

Myron Tetreault on behalf of Calabate Holdings Ltd. (name of creditor or representative of the creditor), of the city of Calgary in the province of Alberta do hereby certify:

1. That I am a creditor of the above named debtor (or I am Chairman (position/title) of Calabate Holdings Ltd creditor).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of bankruptcy, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 1.00, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ 1.00  
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.  
 Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: *(Provide details of payments, credits and transfers at undervalue.)*

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, AB this 31<sup>st</sup> day of October, 2016

Witness [Signature]  
Witness \_\_\_\_\_

Individual Creditor [Signature]  
MYRON TETREULT

Name of Corporate Creditor \_\_\_\_\_

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: 403-294-1042  
Fax Number: 403-294-1158  
E-mail Address: mtetreault@fitzroydev.com

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.



SUBSCRIPTION AGREEMENT FOR CONVERTIBLE NOTES

TO: MicroPlanet Technology Corp. (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number set forth below of principal subscription amount of secured, convertible notes (the "Notes") of the Corporation for the aggregate principal amount (the "Aggregate Subscription Amount") set forth below, representing a subscription price of \$1,000 per Note, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Convertible Notes of MicroPlanet Technology Corp." attached hereto, which, together with each Exhibit attached hereto, form a part hereof (collectively, the "Subscription Agreement").

In addition to this face page, the Subscriber must also complete all applicable Exhibits attached hereto.

By executing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in the manner described in Section 8 of this Subscription Agreement. Should the Subscriber have any questions in respect of the Corporation's privacy activities, please contact the President of the Corporation, Bruce Lisanti at (206) 625-0851.

CAAFATE HOLDINGS LTD.

(Name of Subscriber - please print)

By:

(Authorized Signature)

Chairman

(Official Capacity or Title - please print)

MYRON TETREAU

(Please print name of individual whose signature appears above if different than name of the subscriber printed above.)

710, 304-8th Ave SW

(Subscriber's Address)

Calgary, AB T2P 1C2

(Telephone Number)

(E-Mail Address)

(403) 294-1042 mtetreau@fitzroy.ca

Register the Notes as set forth below:

(Name)

CAAFATE HOLDINGS LTD

(Account reference, if applicable)

Same

(Address)

Number of Notes Amount:

125

Aggregate Subscription Price:

\$125,000

Disclosed Beneficial Purchaser:

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that the attached Exhibits are completed in respect of such principal, if applicable ("Disclosed Beneficial Purchaser"):

(Name of Principal)

(Principal's address)

Deliver the Notes as set forth below:

(Name)

CAAFATE HOLDINGS LTD.

(Account reference, if applicable)

Myron Tetreau

(Contact Name)

710, 304-8th Ave SW

(Address)

Calgary, AB T2P 1C2

**Subscriber Information**

(1) The Subscriber, if not an individual, either: [CHECK APPROPRIATE]

— has previously filed with the Exchange a Form 4C - Corporate Placee Registration Form ("Form 4C"), and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement.

OR

✓ hereby delivers to the Corporation a duly signed and completed Form 4C, in the form attached hereto as Exhibit 4 for filing with the Exchange.

(2) The Subscriber either: [CHECK APPROPRIATE]

— owns directly or indirectly, or exercises control or direction over, NO Common Shares or securities convertible into Common Shares (excluding securities exercisable for Common Shares subscribed for herein);

OR

— owns directly or indirectly, or exercises control or direction over \_\_\_\_\_ [fill in number] Common Shares and convertible securities entitling the Subscriber to acquire an additional \_\_\_\_\_ [fill in number] Common Shares (excluding securities exercisable for Common Shares subscribed for herein).

**Subscriber Information**

(3) The Subscriber either: [CHECK APPROPRIATE]

✓ IS AN INSIDER of the Corporation, as defined in the policies of the TSX Venture Exchange, namely:

- (i) a director or senior officer of the Corporation;
- (ii) a director or senior officer of a company that is an insider or subsidiary of the Corporation;
- (iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation;
- (iv) the Corporation itself, if it holds any of its own securities;

OR

— IS NOT AN INSIDER of the Corporation.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement

\_\_\_\_\_, 2009.

MICROPLANET TECHNOLOGY CORP

By: 

Subscription No:

09-01

Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day hereof.

*The Convertible Notes represented by this Certificate are subject to the provisions of an Intercreditor Agreement, which agreement contains restrictions relating to the rights hereunder, and notice of the terms and conditions of such agreement are hereby given.*

PRINCIPAL AMOUNT: \$125,000  
(hereinafter referred to as the "Principal Amount")

NUMBER: June 09-01

MICROPLANET TECHNOLOGY CORP.  
Incorporated under the *Business Corporations Act* (Alberta)

#### CONVERTIBLE NOTE

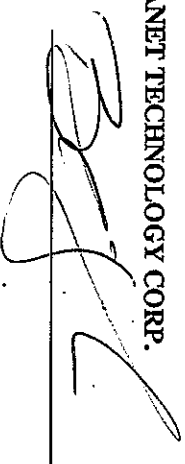
For value received, MicroPlanet Technology Corp. (hereinafter referred to as the "Corporation"), hereby acknowledges itself indebted to CALAFATE HOLDINGS LTD. (the "Holder"), and promises to pay to the Holder on June 17, 2011 or such earlier date as the Principal Amount may become due and payable (subject to and in accordance with the terms, conditions and provisions of Schedule "A" attached hereto and forming a part hereof) (the "Maturity Date"), the Principal Amount in lawful money of Canada at the head office of the Corporation (6310 NE 74<sup>th</sup> Street, Suite 104E, Seattle, Washington, 98115), or at such other place or places within Seattle, Washington or Calgary, Alberta, as may be designated by the Corporation from time to time by notice in writing to the Holder (together with all costs and expenses that may become payable to the Holder in accordance with Schedule "A"). The Corporation will pay interest on the Principal Amount outstanding from time to time at a rate of 12.00% per annum, calculated semi-annually and not in advance on the last business day of April and October of each year (each an "Interest Payment Date"), commencing October 31, 2009. At the option of the Holder, interest may be paid in cash or in common shares of the Corporation (the "Common Shares"), at an issue price equal to the Market Price (as defined herein) of the Common Shares on the TSX Venture Exchange at the time of settlement.

By its execution hereof, the Holder acknowledges and agrees to the terms and conditions hereof, including the terms set out in Schedule "A" hereto, which are incorporated herein by reference and form part of this Note.

IN WITNESS WHEREOF, the Corporation and the Holder have caused this Note to be executed as of June 17, 2009.

MICROPLANET TECHNOLOGY CORP.

Per:



The Holder shall not trade this Note, except in accordance with applicable securities legislation.

DATE 0 7 1 2 2 0 1 1  
M M D D Y Y Y Y

\*\*\*\*\*One Hundred Twenty-Five Thousand and 00/100

\*\* 125,000.00

Calafate Holdings Ltd.  
710, 304 - 8 Avenue S.W.  
Calgary, AB T2P 1C2  
Canada

MEMO

Calafate Holdings Ltd.

7/12/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/12/2011	Bill	Redeem	CAD 125,000.00	CAD 125,000.00		CAD 125,000.00
					Cheque Amount	CAD 125,000.00

HSBC

CAD 125,000.00

Calafate Holdings Ltd.

7/12/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/12/2011	Bill	Redeem	CAD 125,000.00	CAD 125,000.00		CAD 125,000.00
					Cheque Amount	CAD 125,000.00

HSBC

CAD 125,000.00



DATE 0 7 1 2 2 0 1 1  
M M D D Y Y Y Y

\*\*\*\*\*Three Thousand and 00/100

\*\* 3,000.00

Calafate Holdings Ltd.  
710, 304 - 8 Avenue S.W.  
Calgary, AB T2P 1C2  
Canada

MEMO

Calafate Holdings Ltd.

7/12/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/12/2011	Bill	Interest	CAD 3,000.00	CAD 3,000.00		CAD 3,000.00
					Cheque Amount	CAD 3,000.00

HSBC

CAD 3,000.00

Calafate Holdings Ltd.

7/12/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/12/2011	Bill	Interest	CAD 3,000.00	CAD 3,000.00		CAD 3,000.00
					Cheque Amount	CAD 3,000.00

HSBC

CAD 3,000.00

# Appendix 2

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# Brett Ironside Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-  
Estate No. 25-

FORM 31 / 36  
Proof of Claim / Proxy  
In the matter of the proposal of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Brett Ironside 727 Lake Placid Dr. SE, Calgary, AB  
T2J 4B9

In the matter of the proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Brett Ironside, creditor.

I, \_\_\_\_\_, of the city of \_\_\_\_\_, a creditor in the above matter, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, to be my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without) power to appoint another proxyholder in his or her place.

I, Brett Ironside (name of creditor or representative of the creditor), of the city of Calgary in the province of Alberta do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 425,000.00, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and \_\_\_\_\_ (Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ 425,000.00

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) ~~for the above named creditor~~ (is/is not) related to the debtor within the meaning of section 4 of the Act, and I ~~(have/had/have not/had not)~~ dealt with the debtor in a non-arm's-length manner.


6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: *(Provide details of payments, credits and transfers at undervalue.)*

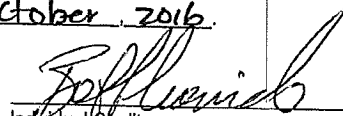
7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 17 day of October, 2016.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

# Jennifer Ironside Debenture Claim

---

District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-2172984  
Estate No. 25-2172984

FORM 31  
Proof of Claim  
In the matter of the AMENDED proposal  
of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Jennifer Frownside 727 Lake Placid Dr. SE.  
Calgary Alberta

In the matter of the AMENDED proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Jennifer Frownside creditor.

Jennifer Frownside (name of creditor or representative of the creditor), of the city of Calgary in the province of AB do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the proposal, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 50,000, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ 50,000

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 29 day of November, 2016

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.



# Toni Ironside Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-2172984  
Estate No. 25-2172984

FORM 31  
Proof of Claim  
In the matter of the AMENDED proposal  
of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

TOWI (NEILAM) IRONSIDE 156 VALLEY RIDGE HEIGHTS,  
CALGARY AB. T3B 5T3

In the matter of the AMENDED proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of  
\_\_\_\_\_, creditor.

TOWI (NEILAM) IRONSIDE (name of creditor or representative of the creditor), of the city of CALGARY in the province of ALBERTA do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the proposal, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

- A. UNSECURED CLAIM OF \$ \_\_\_\_\_  
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.  
 Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
*Set out on an attached sheet details to support priority claim*

- B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

- C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

- D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

- E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 17 day of October 2016

Witness [Signature]

[Signature]  
Individual Creditor

Witness \_\_\_\_\_

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

# Eric Tremblay Debenture Claim

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District of: Alberta  
Division No. 02 - Calgary  
Court No. 25-2172984  
Estate No. 25-2172984

FORM 31  
Proof of Claim  
In the matter of the AMENDED proposal  
of  
MicroPlanet Technology Corp.  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Eric Tremblay  
30319 Woodland Heights, Calgary, AB. T3R 1G9

In the matter of the AMENDED proposal of MicroPlanet Technology Corp. of the City of Calgary in the Province of Alberta and the claim of Eric Tremblay, creditor.

I, Eric Tremblay (name of creditor or representative of the creditor), of the city of Calgary in the province of AB do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the proposal, namely the 3<sup>rd</sup> day of October, 2016, and still is, indebted to the creditor in the sum of \$ 50,000, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

*Set out on an attached sheet details to support priority claim*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*Give full particulars of the claim including the calculations upon which the claim is based*

C. SECURED CLAIM OF \$ 50,000

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*Attach a copy of sales agreement and delivery receipts*

E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) for the above named creditor \_\_\_\_\_ (is/is not) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/have not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, this 29 day of November 2016

Witness [Signature]

Individual Creditor [Signature]

Witness \_\_\_\_\_

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Deloitte Restructuring Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681  
E-mail: [calgaryrestructuring@deloitte.ca](mailto:calgaryrestructuring@deloitte.ca)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

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