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THIS AGREEMENT is made this 14<sup>th</sup> day of November, 2016.

BETWEEN:

**PIONEER EXPLORATION CONSULTANTS LTD.**

(the "Vendor")

AND:

**PIONEER AERIAL SURVEYS LTD.**

(the "Purchaser")

AND:

**ALTA VISTA VENTURES LTD.**

("Alta Vista")

## **BACKGROUND**

- A. The Vendor carries on, *inter alia*, an internal division of their business that specializes in aerial surveys utilizing Unmanned Aerial Vehicles ("UAV's").
- B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, subject to certain exceptions listed in this Agreement, all the property, assets and undertaking of the Vendor's UAV related intangible and tangible assets (the "Vendor's UAV Assets"), as a going concern, on the terms and subject to the conditions provided in this Agreement.
- C. Alta Vista is the principal and sole owner and has operational control of the Purchaser, and has become a party to this Agreement for the purpose of jointly and severally covenanting with the Purchaser to indemnify the Vendor in the limited manner expressly provided for in this Agreement

## **TERMS OF AGREEMENT**

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree with the others as follows:

### **1. Purchase and Sale of Assets**

#### **1.1 Description of Assets**

Upon the terms and subject to the conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor, as a going concern at closing, the undertaking and all the property and assets of the Vendor's UAV Assets of every kind and description wherever situate (except as provided in section 1.2), including, without limiting the foregoing:

- (a) 1 infinite jib UAV surveyor 630;
- (b) 1 UAV-MAG sensor Gem Systems GSMP 35A;
- (c) UAV-MAG™ Trademark;
- (d) client list, contacts, business development and sensor development plans;
- (e) all inventories relating directly to the Vendor's UAV survey equipment (the "Inventories");
- (f) the accounts receivable from UAV surveys completed after the closing date of this agreement, trade accounts, notes receivable and other debts owing to the Vendor in connection with the Vendor's UAV surveys, and the full benefit of all securities for cash accounts, notes or debts (the "Receivables");
- (g) the benefit of all unfilled orders received by the Vendor in connection with the Vendor's UAV surveys, and all other contracts, engagements or commitments, whether written or oral, to which the Vendor is entitled in connection with the Vendor's UAV surveys (the "Material Contracts");
- (h) all right and interest of the Vendor to all registered and unregistered trademarks, trade or brand names, copyrights, designs, restrictive covenants and, including the right to use the name "Pioneer UAV", "Pioneer Unmanned", or any variation thereof, used in connection with the Vendor's UAV surveys and equipment (the "Naming Rights");
- (i) all intangible assets of the Vendor's UAV surveys including, but not limited to, other industrial or intellectual property and all customer lists and the right of the Purchaser to carrying on the Vendor's quoted or contracted UAV surveys, if they exist at the time of closing, in the future (the "Intangible Assets");

all of which are collectively called the "Assets".

## **1.2 Exclusions**

All of the assets of the Vendor that are not described as Assets herein, including any and all business not relating to the Vendor's UAV Assets, along with all cash on hand or on deposit shall be specifically excluded from the purchase and sale in this Agreement.

## **1.3 Transfer of Ownership of Assets**

Ownership of the Assets shall remain with the Vendor until 60% (or greater) of the Purchase Price has been paid, at which time the Vendor shall provide the Purchaser with a Bill of Sale for the Assets (the "Asset Transfer"). All revenue generated from the Assets shall remain for the benefit of the Vendor until the Asset Transfer.

## **2. Purchase Price, Allocation and Royalty Payments**

### **2.1 Purchase Price Allocation**

The purchase price payable by the Purchaser to the Vendor for the Assets will be FIVE HUNDRED THOUSAND (\$500,000.00) dollars (the "Cash") and 9,000,000 common shares in Alta Vista (the "Shares") (the Cash and Shares collectively the "Purchase Price"), and where payable in cash, shall be in Canadian funds, which shall be allocated as follows:

- (a) to Intangible Assets, \$420,000.00, plus the actual market value of the Shares at time of issuance or transfer to the Vendor; and
- (b) to the hard assets, any Inventories, any Receivables, and any other of the Assets purchased under this Agreement, \$80,000.00.

### **2.2 Royalty Payments**

In addition and not in replacement of the Purchase Price, the Purchaser and Alta Vista agree that commencing 1 year from the Closing Date, and for a period of 5 years thereafter, the Vendor shall be granted and paid a 10% royalty on the Profits of the Purchaser (the "Royalty Payments"). The Royalty Payments will be payable quarterly, at the end of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarters of the fiscal year for the Purchaser. For the purpose of the Royalty Payments, "Profits" shall mean earnings before interest, taxes, depreciation and amortization ("EBITDA"), calculated in accordance with ASPE.

## **3. Payment of the Purchase Price and Failure to Pay**

### **3.1 Payment of Purchase Price**

The Purchase Price shall be paid and satisfied by way of payment of the \$500,000 Cash, and the balance by way of the 9,000,000 Shares, in a three stage transaction (collectively the "Transaction") as follows:

- (a) Pay \$150,000 of the Cash, and issue 3,000,000 of the Shares within 5 days of the Closing Date (the "First Payment");
- (b) Pay \$150,000 of the Cash, and issue 3,000,000 of the Shares on, or before, the 6 month anniversary of the Closing Date (the "Second Payment");
- (c) Pay \$200,000 of the Cash, and issue 3,000,000 of the Shares on, or before, the 1 year anniversary of the Closing Date (the "Final Payment");
- (d) The Vendor hereby agrees and acknowledges that the Shares will be restricted for trading as per standard rules as set by the Canadian Securities Exchange (the "CSE").

Provided that the Purchaser shall be entitled to make the Second Payment and Third Payment at any time, without notice, penalty or bonus, at their sole discretion. The Vendor? shall be entitled, at their sole discretion, to direct the issuance of any or all of the Shares into the names of its corporate shareholders, provided that it provides notice in writing in advance of the First Payment, Second Payment or Third Payment, as the case may be.

### **3.2 Failure to Pay Purchase Price**

Notwithstanding anything else in this agreement, should the Purchaser fail to make the First Payment, Second Payment or Final Payment as set out above (the "Payment Breach"), the Vendor's obligations under this agreement shall be null and void, and all payments (Cash or Shares) made to the Vendor prior to the Payment Breach shall be non-refundable and released as liquidated damages to the Vendor without claim, set off or counter-claim by the Purchaser or Alta Vista. Nothing herein contained, however, shall be construed as prohibiting the Vendor from pursuing, in addition to equitable relief, any other remedies available to the Vendor for such breach, including recovery of additional damages from the Purchaser and Alta Vista as may be allowable at law. Notwithstanding anything else herein, should the Purchaser make the payments required for the Asset Transfer but fail to make the Third Payment when due, Alta Vista hereby agrees to sell all of the shares in the Purchaser to the Vendor for \$1.00 in total, without right for further setoff, claim or counterclaim against the Vendor.

### **3.3 Joint Liability for Payment of Purchase Price**

The Purchaser and Alta Vista agree and shall be jointly and severally liable to the Vendor for payment of the Purchase Price and the Royalty Payments, including any and all damages relating to non-payment thereof.

## **4. Assumption of Liabilities**

### **4.1 Assumed Indebtedness**

On and after closing the Purchaser shall assume and pay:

- (a) the amount of current liabilities relating to the Vendor's UAV Assets incurred in respect of periods prior to closing and specified at closing by the Vendor in writing setting forth the name and address of each creditor and the amount to be assumed, if any; and
- (b) the balance owing as of the time of closing under the mortgages, conditional sale contracts and other instruments of indebtedness described in the Schedule of Material Contracts, if any;

(collectively, the "Assumed Indebtedness") and the Purchaser shall indemnify and save the Vendor harmless from all claims, demands, suits and actions in respect of the Assumed Indebtedness.

### **4.2 Other Obligations**

On and after closing the Purchaser shall assume, perform and discharge all obligations arising after closing under the Material Contracts (except as provided in section 4.3) and all other contracts, commitments or engagements which are entered into by the Vendor between the date of this Agreement and closing in the ordinary course of the use of the Vendor's UAV Assets and which are not prohibited by this Agreement or are consented to in writing by the Purchaser, and the Purchaser shall indemnify and save the Vendor harmless from all claims, demands, suits and actions under the Material Contracts in respect of events after closing.

#### **4.3 Exclusions**

There will be specifically excluded from the Material Contracts and other contracts, commitments and engagements assumed by the Purchaser, the following:

- (a) None.

#### **4.4 Release of Vendor**

At or before closing the Purchaser shall execute and deliver all such covenants and assurances with respect to the Assumed Indebtedness and with respect to the obligations assumed under section 4.2 as may reasonably be required as a condition to the release of the Vendor, if applicable, from any liability in respect of the Assumed Indebtedness.

#### **5. Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser as follows, with the intent that the Purchaser will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

##### **5.1 Capacity to Sell**

The Vendor is a corporation duly incorporated, validly existing and in good standing under the Saskatchewan *Business Corporations Act* with respect to the filing of annual reports, and has the power and capacity to own and dispose of the Assets and to carry on the use of the Vendor's UAV Assets as now being conducted by it, and to enter into this Agreement and carry out its terms to the full extent.

##### **5.2 Authority to Sell**

The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Vendor, and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

##### **5.3 Sale Will Not Cause Default**

Neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement will:

- (a) violate any of the terms and provisions of the notice of articles or articles of the Vendor, or any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Vendor or any of the Assets;
- (b) give any person the right to terminate, cancel or remove any of the Assets, except to the extent that the consent of any third party is required to assign the Material Contracts; or

- (c) result in any fees, duties, taxes, assessments or other amounts relating to any of the Assets becoming due or payable other than provincial sales taxes payable by the Purchaser in connection with the purchase and sale.

#### **5.4 Assets**

The Vendor owns and possesses and has a good marketable title to the Assets free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances and other claims except as described in the Schedule of Material Contracts.

#### **5.5 Books and Records**

The books and records of the Vendor fairly and correctly set out and disclose in all material respects, in accordance with the Accounting Standards, the financial position of the Vendor and all material financial transactions of the Vendor relating to the Vendor's UAV Assets have been accurately recorded in those books and records.

#### **5.6 Financial Statements**

The unaudited financial statements (the "Statements") relating to the Vendor's UAV Assets and their use up to the date of this Agreement, copies of which are attached as the Schedule of Financial Statements, attached hereto as Schedule 5.6 – Financial Statements, have been prepared in accordance with the Accounting Standards, applied on a basis consistent with those of previous fiscal years and present fairly and correctly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Vendor's UAV Assets as of the date of the balance sheet included in the Statements, and the sales and earnings of the operations of the Vendor's UAV Assets during the period covered by the Statements.

#### **5.7 Material Change**

Since the date of the balance sheet included in the Statements there has not been:

- (a) any material change in the financial condition of the Vendor's UAV Assets, its liabilities or the Assets other than changes in the ordinary course of business, none of which have been, individually or in the aggregate, materially adverse;
- (b) any damage, destruction, loss or other event (whether or not covered by insurance), individually or in the aggregate, materially and adversely affecting the Assets or the Vendor's UAV Assets;

#### **5.8 Litigation**

There is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the Vendor, threatened against or relating to the Vendor's UAV Assets or any of the Assets, nor does the Vendor know of any reasonable basis for any such action, proceeding or inquiry.

### **5.9 Conformity with Laws**

All governmental licences and permits required for the conduct in the ordinary course of the operations of the Vendor's UAV Assets and the uses to which the Assets have been put, have been obtained and are in good standing and such conduct and uses are not in breach of any order, decree, statute, by-law, regulation, covenant, restriction, plan or permit, including those regulating the discharge of materials into the environment and the storage, treatment and disposal of waste or otherwise relating to the protection of the environment and the health and safety of persons. For greater certainty, the Assets have not been used in a manner which does or will give rise to any obligation of restoration or removal or any liability for the costs of restoration or removal or for the payment of damages to any third party.

### **5.10 Forward Commitments**

All outstanding forward commitments by or on behalf of the Vendor for the purchase or sale of the Inventories have been made in accordance with established price lists of the Vendor or its suppliers, or if otherwise, then in accordance with the Vendor's normal business custom in varying those established price lists.

### **5.11 Deleted**

### **5.12 Material Contracts**

The Schedule of Material Contracts, attached hereto as Schedule 5.12, contains a true and correct listing of each written or oral contract of the following types to be acquired or assumed by the Purchaser:

- (a) contracts or commitments out of the ordinary course of the use of the Vendor's UAV Assets;
- (b) contracts or commitments involving an obligation to pay in the aggregate \$1,000 or more or of a duration greater than one year;
- (c) contracts or commitments affecting ownership of, or title to, or any interest in real estate or in personal property;
- (d) contracts or commitments in respect of the use of the Vendor's UAV Assets;
- (e) except as required by statute or regulation, contracts or commitments in respect of bonuses, incentive compensation, pensions, group insurance or employee welfare plans, all of which are fully funded as determined by an independent and reputable firm of actuaries employed by the Vendor; and

### **5.13 No Defaults**

Except as otherwise expressly disclosed in this Agreement or in any schedule to this Agreement there has not been any default in any obligation to be performed under any Material Contract, each of which is in good standing and in full force and effect, unamended, except as set forth in the Schedule of Material Contracts.

#### **5.14 Accuracy of Representations**

No certificate furnished by or on behalf of the Vendor to the Purchaser at closing in respect of the representations, warranties or covenants of the Vendor will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in the certificate not misleading.

#### **5.15 Canadian Resident**

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act*.

### **6. Covenants of the Vendor**

#### **6.1 Determination of Net Book Values**

The Vendor shall cause its auditors, Collins Barrow chartered accountants, of Saskatoon, Saskatchewan, to determine as of the day immediately preceding closing, the net book value of the Receivables and Inventories in accordance with the Accounting Standards, and furnish to each of the Vendor and Purchaser a statement of such determination.

#### **6.2 Conduct of Business**

Until closing, the Vendor shall conduct the existing business diligently and only in the ordinary course and will use its best efforts to preserve the Assets intact, to keep available to the Purchaser its present employees and to preserve for the Purchaser its relationship with its suppliers, customers and others having business relations with it.

#### **6.3 Change of Name**

The Vendor shall not change its name, but shall cease all use of the terms “UAV” and “Unmanned” in relation to all of its business.

#### **6.4 Access by Purchaser**

The Vendor shall give to the Purchaser and Purchaser’s counsel, accountants and other representatives full access, during normal business hours throughout the period prior to closing, to all of the properties, books, contracts, commitments and records of the Vendor relating to the Vendor’s UAV Assets and shall furnish to the Purchaser during that period all such information as the Purchaser may reasonably request.

#### **6.5 Insurance**

From the date of this Agreement until closing, the Vendor shall maintain in full force and effect the policies of insurance more particularly described in the Schedule of Insurance, attached hereto as Schedule 6.5 – Insurance, in respect of the Assets and shall forthwith cause the Purchaser to be added as a named insured under all such policies and to remain as a named insured until closing.

#### **6.6 Procure Consents**



The Vendor shall diligently take all reasonable steps required to obtain, before closing, all consents to the assignments of the Material Contracts and any other of the Assets for which a consent is required.

### **6.7 Covenant of Indemnity**

The Vendor shall indemnify and hold harmless the Purchaser from and against:

- (a) any and all liabilities, whether accrued, absolute, contingent or otherwise, existing at closing and which are not agreed to be assumed by the Purchaser under this Agreement;
- (b) any and all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the Vendor under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Purchaser under this Agreement; and
- (c) any and all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

### **6.8 Employees Prior to Closing**

The Vendor shall employ all of the Employees until the Closing Date, except for any Employees who prior to Closing:

- (a) are terminated for cause;
- (b) voluntarily resign; or
- (c) retire.

The vendor shall be responsible for all liabilities and obligations with respect to all Employees who are not offered employment pursuant to section 8.1 or who do not accept the Purchaser's offer of employment made pursuant to section 8.1 and continue their employment with the Purchaser after Closing. The Vendor shall indemnify and save harmless the Purchaser from and against all claims by any employee of the Vendor for wages, salaries, bonuses, pension or other benefits, severance pay, notice or pay in lieu of notice and holiday pay in respect of any period before closing.

### **6.9 Environmental Audit**

Not applicable.

## **7. Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor as follows, with the intent that the Vendor will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

### **7.1 Status of Purchaser**

The Purchaser is a corporation duly incorporated, validly existing and in good standing under the British Columbia *Business Corporations Act*, has the power and capacity to enter into this Agreement and carry out its terms.

## **7.2 Authority to Purchase**

The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Purchaser, including any approval required by the CSE, and regulatory and other all approvals, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms except as limited by laws of general application affecting the rights of creditors.

## **8. Covenants of the Purchaser**

### **8.1 Deleted**

### **8.2 Provincial Sales Tax, Goods and Services Tax, and the *Income Tax Act***

The Purchaser will be liable for and shall pay all provincial sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Assets by the Vendor to the Purchaser. At closing, each of the Purchaser and the Vendor shall make the elections provided for by s. 167 of the *Excise Tax Act* and s. 22 of the *Income Tax Act*, respectively, in the proper forms as may be required in respect of payment of said taxes.

### **8.3 Consents**

The Purchaser shall at the request of the Vendor execute and deliver such applications for consent and such assumption agreements, and provide such information as may be necessary to obtain the consents referred to in section 6.6 and will assist and co-operate with the Vendor in obtaining the consents.

### **8.4 Confidentiality**

The Purchaser acknowledges that any information, material or documentation received or observed by it in relation to this Agreement or the transactions contemplated by this Agreement, including pursuant to or as contemplated by section 6.4, either before or after execution of this Agreement is confidential. The Purchaser will only use or disclose such confidential information in accordance with the provisions of the *Personal Information Protection Act* (British Columbia) and the *Personal Information Protection and Electronic Documents Act* (Saskatchewan). The Purchaser shall take, and shall cause its employees, representatives and agents to take, all reasonable steps and precautions to protect and maintain the confidentiality of such information, materials and documentation; provided that the foregoing will not prevent the Purchaser from disclosing or making available to its accountants, professional advisors and bankers and other lenders, whether current or prospective, any such information, materials and documentation on a confidential basis for the purpose of carrying out the transactions contemplated by this Agreement. Notwithstanding anything else herein, the Purchaser shall be and is hereby authorized to release such information as is necessary and required by the CSE to obtain consent and give effect to the terms of this Agreement.

## 8.5 Personal Information

The Purchaser acknowledges that the Vendor may disclose or has disclosed information about identifiable individuals to the Purchaser for the purposes of the transactions contemplated by this Agreement, which information constitutes personal information as that term is defined under the *Personal Information Protection Act* (British Columbia) and *Personal Information Protection and Electronic Documents Act* (Saskatchewan) (collectively the “Personal Information”). Unless an individual has provided his or her consent otherwise, the Purchaser shall:

- (a) prior to closing, use or disclose such Personal Information solely for purposes related to the transactions contemplated under this Agreement;
- (b) if the purchase and sale transactions contemplated hereunder complete;
  - (i) only use or disclose such Personal Information for the same purposes for which it was collected, used or disclosed by the Vendor; and
  - (ii) notify the employees, customers, directors, officers and shareholders whose Personal Information the Vendor has disclosed to the Purchaser without consent that the transactions contemplated by this Agreement have taken place and that Personal Information about them has been disclosed to the Purchaser;
- (c) if the transactions contemplated by this Agreement do not proceed or are not completed, securely destroy all such Personal Information in its custody or control or return all copies of all such information to the Vendor, in either case subject to the direction of the Vendor; and
- (d) cause all of its employees, directors, officers, agents and other representatives to comply with the above obligations.

## **8.6 Covenant of Indemnity**

The Purchaser and Alta Vista shall jointly and severally indemnify and hold harmless the Vendor from and against:

- (a) any and all liabilities, whether accrued, absolute, contingent or otherwise, under this Agreement, including, but not limited to payment of the Purchase Price;
- (b) any and all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the Purchaser under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Vendor under this Agreement; and
- (c) any and all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

## **8.7 Operations of the Purchaser & Alta Vista Board Appointment**

The Purchaser, Alta Vista and the Vendor further agree that:

- (a) With respect to the operations of the Purchaser, the shareholders of the Purchaser and the Vendor shall be entitled to appoint one board member to the Purchaser, such that there shall only be 2 board members of the Purchaser. This shall continue in existence until the expiration of the period that Royalty Payments are being made, at which point the shareholders of the Purchaser shall be entitled to appoint directors at their full discretion.
- (b) The Vendor will have the right to nominate one member to join the Board of Directors of Alta Vista within 30 days of the signing of the definitive agreement, and Alta Vista shall ensure the said appointment.

## **9. Survival of Representations, Warranties and Covenants**

### **9.1 Vendor's Representations, Warranties and Covenants**

All statements contained in any certificate or other instrument delivered by or on behalf of the Vendor under this Agreement or in connection with the transaction contemplated by this Agreement shall be deemed to be representations and warranties by the Vendor. All representations, warranties, covenants and agreements made by the Vendor in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Purchaser, subject to section 9.2, and shall continue in full force and effect for the benefit of the Purchaser.

### **9.2 Limitation on Vendor's Indemnity**

No claim by the Purchaser under the covenant of indemnity contained in section 6.7 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the Vendor under this Agreement will be valid unless:

- (a) written notice of the claim is given by the Purchaser to the Vendor before the expiration of 30 months after closing; and

- (b) the aggregate amount of all such claims exceeds \$15,000.00.

### **9.3 Purchaser's Representations, Warranties and Covenants**

All representations, warranties, covenants and agreements made by the Purchaser and Alta Vista in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Vendor, and shall continue in full force and effect for the benefit of the Vendor.

### **9.4 Limitation on Purchaser's Indemnity**

No claim by the Vendor under the covenant of indemnity contained in section 6.7 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the Purchaser under this Agreement will be valid unless:

- (a) written notice of the claim is given by the Vendor to the Purchaser and Alta Vista before the expiration of 30 months after closing; and
- (b) the aggregate amount of all such claims exceeds \$15,000.00, with the exception of the payment of the Purchase Price, which must be paid in full.

## **10. Conditions Precedent to the Obligations of the Purchaser**

All obligations of the Purchaser under this Agreement are subject to the fulfilment at or before closing of the following conditions:

### **10.1 Vendor's Representations and Warranties**

The Vendor's representations and warranties contained in this Agreement and in any certificate or document delivered under this Agreement or in connection with the transactions contemplated by this Agreement will be true at and as of closing as if such representations and warranties were made at and as of such time.

### **10.2 Vendor's Covenants**

The Vendor will have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or at closing.

### **10.3 Vendor's Certificate**

The Vendor will have delivered to the Purchaser a certificate of the Vendor, executed by its President, dated the time of closing, certifying in such detail as the Purchaser may specify, as to the fulfilment of the conditions set forth in sections 10.1 and 10.2.

### **10.4 Opinion of Vendor's Counsel**

The Purchaser shall have received from the Vendor's counsel, Leland Kimpinski LLP, an opinion dated the time of closing that the Vendor is a corporation duly incorporated and validly existing under the law of Saskatchewan, is in good standing under the Saskatchewan *Business Corporations Act* with respect to the filing of annual reports, has the power and capacity to own and dispose of the Assets and to carry on the use of the Vendor's UAV Assets as now being

conducted by it, to enter into this Agreement and carry out its terms to the fullest extent, that the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

### **10.5 Consents**

The Purchaser will have received duly executed copies of the consents or approvals referred to in section 6.6 and the approval of the CSE to the terms of this Agreement.

### **10.6 Environmental Audit**

Not applicable.

### **10.7 Conditions for Benefit of Purchaser**

Each of the foregoing conditions is for the exclusive benefit of the Purchaser and any such condition may be waived in whole or part by the Purchaser at or before closing by delivering to the Vendor a written waiver to that effect signed by the Purchaser.

## **11. Conditions Precedent to the Obligations of the Vendor**

All obligations of the Vendor under this Agreement are subject to the fulfilment, before or at closing, of the following conditions:

### **11.1 Purchaser's Representations and Warranties**

The Purchaser's representations and warranties contained in this Agreement will be true at and as of closing as though such representations and warranties were made as of such time.

### **11.2 Purchaser's Covenants**

The Purchaser will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or before closing.

### **11.3 Purchaser's Certificate**

The Purchaser will have delivered to the Vendor a certificate of the Purchaser, executed by its President, dated the time of closing, certifying in such detail as the Purchaser may specify, as to the fulfilment of the conditions set forth in sections 11.1 and 11.2.

### **11.4 Opinion of Purchaser's Counsel**

The Vendor shall have received from the Purchaser's counsel, Tupper Jonsson & Yeadon, an opinion dated the time of closing that each of the Purchaser and Alta Vista is a corporation duly incorporated and validly existing under the law of British Columbia, is in good standing under the British Columbia *Business Corporations Act* with respect to the filing of annual reports, has the power and capacity to own and purchase of the Assets and to carry on the use of the Vendor's UAV Assets as now being conducted by the Vendor, to enter into this Agreement and carry out its terms to the fullest extent, that the execution and delivery of this Agreement and the

completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Purchaser and Alta Vista in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

### **11.5 Consents of Third Parties**

All consents or approvals required to be obtained by the Vendor for the purpose of selling, assigning or transferring the Assets will have been obtained, provided that this condition may only be relied upon by the Vendor if the Vendor has diligently exercised its best efforts to procure all such consents or approvals and the Purchaser has not waived the need for all such consents or approvals.

Each of the foregoing conditions is for the exclusive benefit of the Vendor and any such condition may be waived in whole or part by the Vendor at or before closing by delivering to the Purchaser a written waiver to that effect signed by the Vendor.

## **12. Closing**

### **12.1 Time of Closing**

Subject to the terms and conditions of this Agreement, the purchase and sale of the Assets will be completed at a closing to be held at 11:00 a.m., local time in Vancouver, British Columbia, on the earlier of the 10th business day following the date upon which the Purchaser will have received the approval of the CSE to this Agreement or at such other time and date agreed upon in writing between the parties.

### **12.2 Place of Closing**

The closing will take place at the offices of the Purchaser's solicitors, Tupper Jonsson & Yeadon, Suite 1710, 1177 West Hastings Street, Vancouver, British Columbia.

### **12.3 Documents to be Delivered by the Vendor**

At the closing the Vendor will deliver or cause to be delivered to the Purchaser:

- (a) all deeds of conveyance, bills of sale, transfer and assignments, in form and content satisfactory to the Purchaser's counsel, appropriate to effectively vest a good and marketable title to the Assets in the Purchaser to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;
- (b) all consents or approvals obtained by the Vendor for the purpose of validly assigning the Material Contracts;
- (c) possession of the Assets;
- (d) the certificate of the Vendor to be given under section 10.3;
- (e) the elections under s. 167 of the *Excise Tax Act* and s. 22 of the *Income Tax Act* in the forms required with respect to the GST Election and PST, respectively;

- (f) duly executed releases of, or evidence to the reasonable satisfaction of the Purchaser as to the discharge of any and all liabilities which the Purchaser has not agreed to assume and which may be enforceable against any of the Assets being purchased under this Agreement;
- (g) certified copies of those resolutions of the shareholders and directors of the Vendor required to be passed to authorize the execution, delivery and implementation of this Agreement and of all documents to be delivered by the Vendor under this Agreement;
- (h) the statement of the Vendor's auditors prepared under section 6.1;
- (i) a statement of the Assumed Indebtedness signed by the Vendor;
- (j) the opinion of the Vendor's counsel as set out in section 10.4.

#### **12.4 Documents to be Delivered by the Purchaser**

At the closing the Purchaser will deliver or cause to be delivered:

- (a) the elections under s. 167 of the *Excise Tax Act* and s. 22 of the *Income Tax Act* in the forms required with respect to the GST Election and PST, respectively;
- (b) a solicitor's trust cheque or banker's draft payable to the Vendor's solicitors, Leland Kimpinski LLP, for that portion of the Purchase Price payable in cash, along with the share certificates in the name of the Vendor, as required to satisfy the terms of the First Payment;
- (c) the certificate of the Purchaser to be given under section 11.3;
- (d) the opinions of the Purchaser's counsel as set out in section 11.4; and
- (e) an acknowledgment signed by the Purchaser that it has received approval of this Agreement from the CSE; and
- (f) copy of shareholder's resolution of the Purchaser appointing the board member designated by the Vendor in accordance with section 8.8(a).

#### **13. Risk of Loss**

From the date of this Agreement to closing, the Assets will be and remain at the risk of the Vendor. If any of the Assets are lost, damaged or destroyed before closing, the Purchaser may, in lieu of not completing this Agreement under Article 10, elect by notice in writing to the Vendor to complete the purchase to the extent possible without reduction of the purchase price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction will be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by closing will be assigned to the Purchaser.



**14. Uncollected Receivables**

If any part of the Receivables sold under this Agreement are not collected by the Purchaser in full within 180 days after closing, the Vendor will pay to the Purchaser an amount equal to the excess of the uncollected amounts over the provision for doubtful accounts reflected in the auditors' determination of the net book value thereof, upon receipt of a reassignment by the Purchaser of the uncollected part of those accounts. Payment on account not appropriated by the payor will be applied to the oldest account owing by the payor.

**15. Further Assurances**

The parties will execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

**16. Set-off**

If, under this Agreement or any document delivered under this Agreement, the Vendor becomes obligated to pay any sum of money to the Purchaser, then such sum may at the election of the Purchaser, and without limiting or waiving any right or remedy for the Purchaser under this Agreement, be set off against and will apply to any sum of money or security owed by the Purchaser to the Vendor until such amount has been completely set off.

**17. Accounting Standards**

In this Agreement, "Accounting Standards" means the International Financial Reporting Standards ("IFRS") or the Accounting Standards for Private Enterprises ("ASPE").

**18. Notice**

All notices required or permitted to be given under this Agreement will be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

**19. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

**19.1 Amendment**

No amendment of this Agreement will be binding unless made in writing by all the parties to this Agreement.

**20. Assignment**

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

**21. Time of the Essence**

Time will be of the essence of this Agreement.

**22. Applicable Law**

This Agreement will be governed by and interpreted in accordance with the laws of British Columbia.

**23. Successors and Assigns**

This Agreement will ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**24. Headings**

The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

**25. Counterparts**

This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**PIONEER AERIAL SURVEYS LTD.**

Per: \_\_\_\_\_ "*Jason Springett*"  
Authorized Signatory  
Name: Jason Springett  
Title: President

**ALTA VISTA VENTURES LTD.**

Per: \_\_\_\_\_ "*Jason Springett*"  
Authorized Signatory  
Name: Jason Springett  
Title: President

**PIONEER EXPLORATION CONSULTANTS LTD.**

Per: \_\_\_\_\_ "*Michael Burns*"  
Authorized Signatory  
Name: Michael Burns  
Title: President

**Schedule 1.1(h)**  
**“Naming Rights” or intangible assets**

**Schedule 5.6**  
**Financial Statements**



**Schedule 5.12  
Material Contracts**

**None**

**Schedule 6.5  
Insurance**

None