

SHARE TRANSACTION AGREEMENT

THIS AGREEMENT is dated for reference as of the 15th day of May, 2018.

BETWEEN:

GLOBAL UAV TECHNOLOGIES LTD., of
459–409 Granville Street
Vancouver, British Columbia
V6C 1T2

("Global")

AND:

AERIAL IMAGING RESOURCES INC., of
Box 172
8 Koba Lane
Flin Flon, Manitoba
R8A 1M7

("Corporation")

AND:

THE UNDERSIGNED SHAREHOLDERS OF THE CORPORATION

("Selling Shareholders")

WHEREAS:

A. Each of the Selling Shareholders is the registered and beneficial owner of the shares in the capital stock of the Corporation set forth beside their names below, and collectively the Selling Shareholders are the registered and beneficial owners of all of the issued and outstanding shares in the capital of the Corporation;

B. Global has offered to purchase all of the issued and outstanding shares of the Corporation (the "Transaction");

C. This Agreement and the transactions contemplated herein are intended to provide the Selling Shareholders who are Canadian residents the opportunity to dispose of their Corporation Shares (as defined below) in return for cash and/or common shares in the capital stock of Global (the "Global Shares") and those Selling Shareholders who shall be receiving Global Shares shall do so on a tax-efficient rollover basis for Canadian income tax purposes pursuant to the provisions of s.85(1) of the *Income Tax Act* (Canada);

D. The boards of directors of Global and the Corporation have approved and adopted this Agreement; and

E. In order to record the terms and conditions of the agreement among them, the parties wish to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants, terms, conditions, representations and warranties hereinafter set forth, the parties hereto agree each with the other as follows:

1. **Interpretation**

1.1 In this Agreement or in any amendments or Schedules hereto, the following terms will have the following meanings:

- (a) **"Affiliate"** of any person means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any person, means the possession by another person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned person, whether through the ownership of voting securities, by contract or otherwise.
- (b) **"Agreement"** means this Share Transaction Agreement, its Schedules and any amendment, supplement or addendum to this Agreement;
- (c) **"Applicable Securities Legislation"** means all applicable securities legislation in all jurisdictions relevant to the issuance of the Global Shares;
- (d) **"Canadian Resident"** means a person who is resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (e) **"Closing Date"** means May 15, 2018, or such other date as may be mutually agreed upon by the parties to this Agreement;
- (f) **"Corporation Assets"** means all assets, properties and rights of the Corporation, including the assets listed in Schedule I hereto;
- (g) **"Corporation Business"** means the business in which the Corporation is engaged, namely of aerial surveys utilizing Unmanned Aerial Vehicles.
- (h) **"Corporation Creditors"** means all of the creditors of the Corporation as at the Closing Date as set out in Schedule C;
- (i) **"Corporation Financial Statements"** means the unaudited financial statements of the Corporation year ended on September 30, 2017, attached hereto as Schedule B;
- (j) **"Corporation Shares"** means the following issued shares of the Corporation:
 - A. 50 Class "A" Common Voting Shares;
 - B. 50 Class "B" Common Voting Shares;
 - C. 20 Class "C" Common Non-Voting Shares;
 - D. 1 Class "F" Preferred Voting Share; and
 - E. 100,000 Class "H" Preferred Non-Voting Shares;

- (k) "**Environmental Laws**" means all applicable federal, provincial, state and local laws, statutes, ordinances, by-laws, regulations, orders, directives and decisions and the common law relating to the protection of the environment or the treatment, use, processing, storage, disposal, discharge, transport or handling of hazardous or toxic substances or wastes, pollutants or contaminants.
- (l) "**Exchange**" means the Canadian Securities Exchange;
- (m) "**Global Shares**" means the common shares of Global;
- (n) "**Global Financial Statements**" means the audited financial statements of Global for the year ended October 31, 2017 attached as Schedule D.
- (o) "**IFRS**" means International Financial Reporting Standards;
- (p) "**Income Tax Act**" means the *Income Tax Act (Canada) R.S.C. (1985)*, as amended from time to time;
- (q) "**Indemnified Party**" has the meaning ascribed to that term in Subsection 10.6;
- (r) "**Indemnifying Party**" has the meaning ascribed to that term in Subsection 10.6;
- (s) "**Material Adverse Effect**" when used in connection with an entity means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such entity or subsidiaries taken as a whole;
- (t) "**NI 45-106**" means National Instrument 45-106 - *Prospectus and Registration Exemptions*, as adopted by the British Columbia Securities Commission; and
- (u) "**Transaction**" has the meaning ascribed to such term in Recital B.
- 1.2 All dollar amounts referred to in this Agreement are in Canadian funds, unless expressly stated otherwise.
- 1.3 The following Schedules are attached hereto and form part of this Agreement:

Schedule	Description
A.	Particulars of the Selling Shareholders
B.	Corporation Financial Statements
C.	Corporation Creditors and Encumbrances
D.	Global Financial Statements
E.	Material Agreements of the Corporation

Schedule	Description
F.	Corporation Litigation
G.	Corporation Intellectual Property
H.	Global Options and Warrants
I.	Assets of the Corporation
J.	Consulting Agreements with Key Personnel

2. Share Transaction

- 2.1 The Selling Shareholders hereby covenant and agree to sell, transfer and assign to Global, and Global covenants and agrees to purchase from the Selling Shareholders, all of the Corporation Shares held by each Selling Shareholder.
- 2.2 The maximum purchase price for the Corporation Shares held by the Selling Shareholders will be the sum of \$2,400,000, which will be paid by \$600,000 in cash (the "Cash") and the issuance of Global Shares equal to the lesser of either 12,000,000 total shares or a total share value of Cdn. \$1,800,000. The Global Shares shall have a deemed issuance price calculated at the Closing Date, based upon the volume weighted average price (VWAP) over the twenty trading days preceding the Closing Date. Each Selling Shareholder shall receive the amount of cash and Global Shares as set out opposite each Selling Shareholder's name below.
- 2.3 Global covenants and agrees to use the Corporation's cash as of the Closing Date as well as a portion of the Cash proceeds to fully repay and discharge the outstanding liabilities of the Corporation attached as Schedule C as well as to fully pay and discharge the outstanding operating expenses, as of the Closing Date. The remaining Cash proceeds shall be paid to the Selling Shareholders in accordance with Schedule A.
- 2.4 Following the exchange of the Corporation Shares for the Global Shares in accordance with this Agreement, the name of each Selling Shareholder will be removed from the securities register of shareholders of the Corporation.
- 2.5 The name of each Selling Shareholder or their nominees will be added to the securities register of Global.
- 2.6 Global will be recorded as the registered holder of such Corporation Shares so exchanged.
- 2.7 The sale of the Corporation Shares and the issuance of the Global Shares to the Selling Shareholders will be made in reliance on an exemption from the registration and prospectus filing requirements contained in Section 2.16 of NI 45-106. The Corporation and Global reserve the right to request from the Selling Shareholders any additional certificates or representations required to establish an exemption from Applicable Securities Legislation prior to the issuance or transfer of any Corporation Shares or Global Shares. .
- 2.8 The Selling Shareholders acknowledge and understand that the Global Shares they receive pursuant to this Agreement will be subject to escrow requirements as set forth below in accordance with Applicable Securities Legislation and the policies of the Exchange:

Escrow Release Milestone	Percentage of Total Escrowed Shares to be Released
Upon Exchange approval	20%
6 month anniversary	20%
12 month anniversary	20%
18 month anniversary	20%
24 month anniversary	20%
TOTAL:	100%

- 2.9 It is intended that the transactions contemplated in this Agreement will qualify as a rollover transaction pursuant to the provisions of section 85(1) of the Income Tax Act for each Selling Shareholder receiving Global Shares. Global and each such Selling Shareholder shall jointly file an election pursuant to section 85(1) of the Income Tax Act with the elect amount in each case being solely determined and selected by the Selling Shareholder.

3. **Covenants, Representations, and Warranties of the Corporation and the Selling Shareholders**

- 3.1 The Selling Shareholders each severally, and not jointly and severally, covenant, represent, and warrant to Global as of the date of this Agreement and at the Closing Date as follows, and acknowledge that Global is relying upon such covenants, representations and warranties in connection with the Transaction:
- (a) Each Selling Shareholder represents that the Global Shares to be issued to the Selling Shareholder in accordance with the Transaction is being issued to each Selling Shareholder as principal for their own account and not for the benefit of any other person.
 - (b) The Corporation Shares set forth beside the Selling Shareholder's name below are owned by the Selling Shareholder as the beneficial and recorded owner with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever, and represent 100% of the Corporation Shares owned, directly or indirectly, legally or beneficially, by such Selling Shareholder.
 - (c) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholder of any of the Corporation Shares held by such Selling Shareholder.
 - (d) To the best of the knowledge of the Selling Shareholder, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of the Corporation or of any indenture, instrument or agreement, written or oral, to which the Selling Shareholder may be a party.

3.2 The Corporation covenants, represents and warrants to Global as of the date of this Agreement and at the Closing Date as follows, and acknowledges that Global is relying in connection with the Transaction upon such covenants, representations and warranties in connection with the Transaction:

- (a) The Corporation has been duly incorporated and organized, is a validly existing company and is in good standing under the corporate legislation of the Province of Manitoba; it has the corporate power to own or lease its property and to carry on the Corporation Business; it is duly qualified as a company to do business and is in good standing with respect thereto in each jurisdiction in which the nature of the Corporation Business or the property owned or leased by it makes such qualification necessary; and it has all necessary licenses, permits, authorizations and consents to operate the Corporation Business. The Corporation has no active or material subsidiary.
- (b) The Corporation is not a reporting issuer in any jurisdiction and the Corporation Shares are not listed or posted for trading on any stock exchange or quotation system.
- (c) The authorized and issued share capital of the Corporation consists of:
 - A. Class "A" Common Voting Shares, of which 50 are issued and outstanding;
 - B. Class "B" Common Voting Shares, of which 50 are issued and outstanding;
 - C. Class "C" Common Non-Voting Shares, of which 20 are issued and outstanding;
 - D. Class "D" Common Non-Voting Shares, of which 0 are issued and outstanding;
 - E. Class "E" Common Non-Voting Shares, of which 0 are issued and outstanding;
 - F. Class "F" Preferred Voting Shares, of which 1 is issued and outstanding;
 - G. Class "G" Preferred Voting Shares, of which 0 are issued and outstanding;
 - H. Class "H" Preferred Non-Voting Shares, of which 100,000 are issued and outstanding; and
 - I. Class "I" Preferred Non-Voting Shares, of which 0 are issued and outstanding

all of which as at the date of this Agreement are fully paid and non-assessable.
- (d) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Corporation or of any securities of the Corporation.
- (e) The Corporation does not have any agreements of any nature to acquire any subsidiary, or to acquire or lease any other business operations, and will not, prior to the Closing Date, acquire, or agree to acquire, any subsidiary or business without the prior written consent of Global, such consent not to be unreasonably withheld.

- (f) The Corporation will not issue any additional Corporation Shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of the Corporation, without the prior written consent of Global.
- (g) The Corporation is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation other than as set out in the Corporation's bylaws and Schedules B, C, E and F to this Agreement.
- (h) The books and records of the Corporation fairly and correctly set out and disclose in all material respects, in accordance with Accounting Standards for Private Enterprises (ASPE), the financial position of the Corporation as at the date of this Agreement, and all material financial transactions of the Corporation relating to the Corporation Business have been accurately recorded in such books and records.
- (i) The Corporation Financial Statements fairly present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Corporation as at the date thereof and there will not be, prior to the Closing Date, any material increase in such liabilities other than increases arising as a result of carrying on the Corporation Business in the ordinary course.
- (j) To the best of the knowledge of the Corporation, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of the Corporation or of any indenture, instrument or agreement, written or oral, to which the Corporation may be a party.
- (k) The entry into this Agreement and the consummation of the Transaction will not, to the best of the knowledge of the Corporation, result in the violation by the Corporation of any law or regulation of the Provinces of British Columbia and Manitoba or other jurisdiction in which the Corporation carries on business, or at the Closing Date will carry on, or of any municipal or local bylaw or ordinance to which the Corporation or the Corporation Business maybe subject.
- (l) Except as disclosed in Schedule E, the Corporation is not a party to any written or oral employment, service or pension agreements.
- (m) Except as disclosed in Schedules C and E, the Corporation does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and the Corporation is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- (n) Except as disclosed in Schedule E, the Corporation is not the owner, lessee or under any agreement to own or lease any real property.
- (o) Except as disclosed in Schedule C, the Corporation owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those Corporation Assets described in the balance sheet included in the Corporation Financial Statements are free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.

- (p) The Corporation will not dispose of any property or assets, as disclosed in Schedule I, prior to the Closing Date without the written consent of Global.
- (q) The Corporation has its property, assets (as disclosed in Schedule I), and operations insured against loss or damage (as disclosed in Schedule E) and such insurance coverage will be continued in full force and effect to and including the Closing Date; to the best of the knowledge of the Corporation, the Corporation is not in default with respect to any of the provisions contained in any such insurance policies and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.
- (r) Except as disclosed in Schedule E, the Corporation does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements, agreements, contracts and commitments in the ordinary course of business and service contracts on office equipment and leases.
- (s) Except as provided in Schedule F and to the best of the Corporation's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of the Corporation), pending or threatened against or affecting the Corporation or affecting the Corporation Business, at law or in equity, or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the Corporation is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (t) Except as disclosed in the Corporation Financial Statements, the Corporation is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which it is a party and there, to the best of the knowledge of the Corporation, are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and the Corporation is entitled to all benefits thereunder.
- (u) The Corporation has the right to use all of the registered trademarks, trade names, patents, web properties and domains, both domestic and foreign, in relation to the Corporation Business as set out in Schedule G.
- (v) To the reasonable knowledge of the Corporation, the conduct of the Corporation Business does not infringe upon the patents, trademarks, trade names, web properties, domains or copyrights of any domestic person, firm or corporation.
- (w) To the best of the knowledge of the Corporation, the Corporation is conducting and will conduct the Corporation Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Corporation Business is or will be carried on, the Corporation is not in material breach of any such laws, rules or regulations and is, or will be on the Closing Date, fully licensed, registered or qualified in each jurisdiction in which the Corporation owns or leases property or carries on or proposes to carry on the Corporation Business to enable the Corporation Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any

provision, condition or limitation which has or may have a Materially Adverse Effect on the operation of the Corporation Business.

- (x) All facilities and equipment owned or used by the Corporation, as disclosed in Schedules E and I, in connection with the Corporation Business are in good operating condition and are in a state of good repair and maintenance, reasonable wear and tear excluded.
- (y) Except as disclosed in the Corporation Financial Statements attached hereto as Schedule B and salaries incurred in the ordinary course of business since the date thereof, the Corporation has no loans or indebtedness outstanding that have been made to or from directors, former directors, officers, shareholders and employees of the Corporation or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, with the exception of clearing the shareholder loan owing to the Corporation, pay any such indebtedness unless in accordance with budgets agreed to in writing by Global.
- (z) The Corporation has made full disclosure to Global of all material aspects of the Corporation Business and has made all of its books and records available to the representatives of Global in order to assist Global in the performance of its due diligence searches and no material facts in relation to the Corporation Business have been concealed by the Corporation.
- (aa) All of the Corporation's credit facilities are in good standing, other than as disclosed in the Corporation Financial Statements as attached hereto as Schedule B, and the Corporation has not received any notices of default or acceleration requests from any bank or other creditor respecting the Corporation's credit facilities.
- (bb) The Corporation:
 - A. and the property, assets and operations thereof comply in all material respects with all applicable Environmental Laws, including with respect to the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation of any pollutants, hazardous wastes, hazardous materials, hazardous substances or contaminants (collectively, "**Contaminants**"), or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater;
 - B. has not received any notice of any material claim, judicial or administrative proceeding, pending or, to the knowledge of the Corporation, threatened against, or which may Materially Adversely Effect, the Corporation or any of the property, assets or operations thereof, relating to, or alleging any material violation of any Environmental Laws or any material environmental obligation or liability, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and, to the Corporation's knowledge, neither the Corporation, nor any of the property, assets or operations of it, is the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any material violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance inspections conducted in the normal course by any Governmental Entity;

C. has not stored any hazardous or toxic waste or toxic substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws or so as to create any material environmental liability, and, to the Corporation's knowledge, there are no Contaminants on any of the premises at which the Corporation carries on business, in each case other than in compliance with Environmental Laws; and

D. is not subject to any material contingent or other liability or obligations relating to the restoration or rehabilitation of land, water or any other part of the environment or required under or due to non-compliance with Environmental Laws, other than as disclosed in the Public Record.

- (cc) The articles of incorporation, bylaws and other constating documents of the Corporation in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date, except for changes made in furtherance of the transactions contemplated under this Agreement.
- (dd) The directors and officers of the Corporation are as follows:

Name	Position
Peter Charles Dueck	Director, President
Thomas Paul Stanley-Jones	Secretary

4. Covenants, Representations and Warranties of Global

4.1 Global covenants with and represents and warrants to the Corporation and the Selling Shareholders as of the date of this Agreement and at the Closing Date as follows, and acknowledges that the Selling Shareholders and the Corporation are relying upon such covenants, representations and warranties in entering into this Agreement:

- (a) Global has been duly incorporated and organized and is a validly existing company subsisting under the laws of British Columbia; it is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and is in good standing with respect to all filings required to be made under the laws of British Columbia and the securities regulations of British Columbia, Alberta and Ontario; it has the corporate power to own or lease its properties and to carry on its business as now being conducted by it; and it is duly qualified as a corporation to do business and is in good standing with respect thereto in each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary.
- (b) The authorized capital of Global consists of an unlimited number of common shares without par value per share of which 100,236,180 shares of common stock are currently issued and outstanding as fully paid and non-assessable, and no other shares of any other class of Global are issued and outstanding. The common shares are listed for trading on the Exchange. No securities regulatory authority nor the Exchange nor any other similar regulatory authority has issued any order preventing or suspending trading in any securities of Global and no proceedings, inquiries or, to the knowledge of Global, investigations, for

such purpose are pending, contemplated or threatened, and Global is not in default of any material requirement of applicable securities laws.

- (c) Other than as discussed in this Agreement, share-based compensation disclosed in Global's Financial Statements and the outstanding options and warrants disclosed in the attached Schedule H, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Global or of any securities of Global.
- (d) Other than the outstanding options and warrants disclosed in the attached Schedule H, warrants, share-based compensation disclosed in Global's Financial Statements and the proposed private placement to raise up to \$2,000,000 to fund the Transaction. Global will not, without the prior written consent of the Corporation, issue any additional shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of Global.
- (e) The directors and officers of Global are as follows:

Name	Position
Michael Burns	Director, Chief Executive Officer
James Rogers	Director, President
Robert Lefevbre	Director
Stewart Baillie	Director
Anthony Jackson	Chief Financial Officer
Von Torres	Corporate Secretary

- (f) The Global Financial Statements attached hereto as Schedule D present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Global as at the date thereof and there will not be, prior to the Closing Date, any material increase in such liabilities other than increase arising as a result of carrying on Global's business in the ordinary course.
- (g) The books and records of Global fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Global as at the date of this Agreement, and all material financial transactions of Global relating to the business have been accurately recorded in such books and records.
- (h) Global has made full disclosure to the Corporation and the Selling Shareholders of all material aspects of Global's business and has made all of its books and records available to the representatives of the Corporation and the Selling Shareholders in order to assist the Corporation and the Selling Shareholders in the performance of their due diligence

searches and no material facts in relation to Global's business have been concealed by Global or its representatives.

- (i) The articles of incorporation and bylaws and any other constating documents of Global in effect with the appropriate corporate authorities as at the date of this Agreement remain in full force and effect without any changes, except for changes made in furtherance of the transactions contemplated under this Agreement.
- (j) To the best knowledge of Global, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Global or of any indenture, instrument or agreement, written or oral, to which Global may be a party.
- (k) The entry into this Agreement and the consummation of the Transaction will not, to the knowledge of Global, result in the violation of any law or regulation of Canada or the Provinces of British Columbia, Alberta or Ontario, or other jurisdiction in which Global carries on business, or at the Closing Date will carry on, of any local government bylaw or ordinance to which Global's business maybe subject.
- (l) This Agreement has been duly authorized, validly executed and delivered by Global.
- (m) No agreement has been made with Global in respect of the purchase and sale contemplated by this Agreement that could give rise to any valid claim by any person against the Corporation or the Selling Shareholders for a finder's fee, brokerage commission or similar payment.
- (n) To the best of Global's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of Global), pending or threatened against or affecting Global or affecting Global's business, at law or in equity, or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and Global is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (o) Global has the right to use all of the registered trademarks, trade names, patents, web properties and domains, both domestic and foreign, in relation to Global's business.
- (p) To the reasonable knowledge of Global, the conduct of Global's business does not infringe upon the patents, trademarks, trade names, web properties, domains or copyrights of any, domestic person, firm or corporation.
- (q) To the best of the knowledge of Global, it is conducting and will conduct its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which Global's business is or will be carried on, Global is not in material breach of any such laws, rules or regulations and is, or will be on the Closing Date, fully licensed, registered or qualified in each jurisdiction in which Global owns or leases property or carries on or proposes to carry on business to enable Global's business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any

provision, condition or limitation which has or may have a Materially Adverse Effect on the operation of Global's Business.

- (r) All of Global's credit facilities are in good standing, other than as disclosed in Global's Financial Statements as attached hereto as Schedule D, and Global has not received any notices of default or acceleration requests from any bank or other creditor respecting Global's credit facilities.
- (s) Other than in the ordinary course of business, Global will not dispose of any property or assets prior to the Closing Date, without the written consent of the Corporation.
- (t) Prior to the Closing Date, Global will not, and will not permit any of its Affiliates to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, material to their respective businesses without the prior consent of the Corporation.
- (u) Global has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities laws or otherwise, with the Exchange or the applicable securities regulatory authorities (the "**Disclosure Documents**"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (v) Global:
 - A. and the property, assets and operations thereof comply in all material respects with all applicable Environmental Laws, including with respect to the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation of any pollutants, hazardous wastes, hazardous materials, hazardous substances or contaminants (collectively, "**Contaminants**"), or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater;
 - B. has not received any notice of any material claim, judicial or administrative proceeding, pending or, to the knowledge of Global, threatened against, or which may Materially Adversely Effect, Global or any of the property, assets or operations thereof, relating to, or alleging any material violation of any Environmental Laws or any material environmental obligation or liability, Global is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and, to Global's knowledge, neither it nor any of the property, assets or operations of it, is the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any material violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant

into the environment, except for compliance inspections conducted in the normal course by any Governmental Entity;

C. has not stored any hazardous or toxic waste or toxic substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws or so as to create any material environmental liability, and, to Global's knowledge, there are no Contaminants on any of the premises at which Global carries on business, in each case other than in compliance with Environmental Laws; and

D. is not subject to any material contingent or other liability or obligations relating to the restoration or rehabilitation of land, water or any other part of the environment or required under or due to non-compliance with Environmental Laws, other than as disclosed in the Public Record.

5. Closing Conditions

5.1 **Conditions Precedent to Closing for Global.** The obligation of Global to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions to closing are for the benefit of Global and may be waived by Global in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of the Corporation and the Selling Shareholders contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Global pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any Schedule or certificate is given, and Global will have received on the Closing Date certificates dated as of the Closing Date, in forms satisfactory to Global acting reasonably and signed by a senior officer of the Corporation to the effect that its representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the respective representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Global.
- (b) **Performance.** All of the covenants and obligations that the Corporation and the Selling Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction and the transactions contemplated under this Agreement, including resignations of the directors and officers of the Corporation, all in form and substance reasonably satisfactory to Global, will have been executed and delivered to Global by the Corporation and the Selling Shareholders.

- (d) **Approvals.** the Corporation will have delivered to Global minutes of meetings, written consents or other evidence reasonably satisfactory to Global that the board of directors of the Corporation have approved this Agreement and the Transaction.
- (e) **President's Certificate.** the Corporation will have delivered to Global a certificate from the President of the Corporation attaching copies of resolutions duly adopted by the board of directors of the Corporation approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** the Corporation will have delivered to Global duly executed copies of all third party consents and approvals required by this Agreement to be obtained by the Corporation, in form and substance reasonably satisfactory to Global.
- (g) **Regulatory Approvals and Consents.** the Corporation will have obtained any required regulatory approvals and consents required for the Corporation or the Selling Shareholders to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Global.
- (h) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, or financial condition of the Corporation or the Corporation Business (financial or otherwise) from that shown on or reflected in the Corporation Financial Statements.
- (i) **No Damage.** No substantial damage by fire or other hazard to the Corporation Business will have occurred prior to or on the Closing Date.
- (j) **No Action.** No suit, action, or proceeding will be pending or threatened which would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (k) **Outstanding Securities.** The Corporation will have no more than:
 - A. 50 Class "A" Common Voting Shares;
 - B. 50 Class "B" Common Voting Shares;
 - C. 20 Class "C" Common Non-Voting Shares;
 - D. 1 Class "F" Preferred Voting Shares; and
 - E. 100,000 Class "H" Preferred Non-Voting Shares;
 and no shares of any other classes issued and outstanding on the Closing Date.
- (l) **Public Disclosure.** The Corporation will have delivered substantive information about its assets and personnel reasonably satisfactory to Global for completion of any required public disclosure of the Transaction details.

- (m) **Financial Statements.** The Corporation will have delivered all financial statements of the Corporation prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior fiscal years.
- (n) **Share Certificates of Selling Shareholders.** The Selling Shareholders will deliver to Global certificates representing their Corporation Shares duly executed for transfer, together with all other documentation required to transfer title to their Corporation Shares to Global and the Selling Shareholders will deliver to Global an executed stock power of attorney or other document evidencing the transfer of the Corporation Shares from the Selling Shareholders to Global.

5.2 In the event any of the foregoing conditions contained in Subsection 5.1 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of Global, Global may terminate this Agreement by written notice to the Corporation and the Selling Shareholders and in such event Global will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.1 may be waived in writing in whole or in part by Global without prejudice to each entity's respective rights of termination in the event of the non-fulfillment of any other conditions.

5.3 **Conditions Precedent to Closing by the Corporation and the Selling Shareholders.** The obligation of the Corporation and the Selling Shareholders to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions precedent are for the benefit of the Corporation and the Selling Shareholders and may be waived by unanimous consent of the Corporation and the Selling Shareholders in their discretion.

- (a) **Representations and Warranties.** The representations and warranties of Global contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to the Corporation and the Selling Shareholders pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any such Schedule or certificate is given, and the Corporation and the Selling Shareholders will have received on the Closing Date a certificate dated as of the Closing Date from Global, in a form reasonably satisfactory to the Corporation, signed by a senior officer of Global, to the effect that such representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of the Corporation and the Selling Shareholders.
- (b) **Performance.** All of the covenants and obligations that Global is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects. Global will have delivered each of the documents respectively required to be delivered by it pursuant to this Agreement.

- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required for Global to consummate the Transaction, all in form and substance reasonably satisfactory to the Corporation, will have been executed and delivered to the Corporation and the Selling Shareholders by Global.
- (d) **President's Certificate.** Global will have delivered to the Corporation a certificate from its President attaching copies of resolutions duly adopted by the board of directors of Global approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (e) **Approvals.** Global will have delivered to the Corporation minutes of meetings, written consents or other evidence reasonably satisfactory to the Corporation that its board of directors has approved this Agreement and the Transaction.
- (f) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, financial condition or business (financial or otherwise) of Global from that shown on, or reflected in, the Global Financial Statements.
- (g) **No Action.** No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavorable judgment, order, decree, stipulation, injunction or charge would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (h) **Consulting Agreements.** At or prior to the Closing Date Global's wholly-owned subsidiary, Pioneer Aerial Surveys Ltd., shall have entered into consulting agreements with Peter Dueck and Thomas Stanley Jones and key management and operations personnel of the Corporation in the form set out in Schedule J.
- (i) **Approvals and Consents.** Global will have obtained all necessary regulatory and stock exchange approvals and consents for Global to carry out the Transaction, in form and substance reasonably satisfactory to the Corporation.
- (j) **Public Market.** On the Closing Date, the Global Shares will be listed and posted for trading on the Exchange.

5.4 In the event that any of the conditions contained in Subsection 5.3 will not be fulfilled or performed by Global at or before the Closing Date to the reasonable satisfaction of the Corporation and the Selling Shareholders, then the Corporation or the Selling Shareholders may terminate this Agreement by written notice to Global and in such event the Corporation and the Selling Shareholders will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.3 may be waived in writing in whole or in part by the Corporation and the Selling Shareholders without prejudice to the respective rights of termination of the Corporation or the Selling Shareholders in the event of the non-fulfillment of any other conditions.

6. Closing

- 6.1 **Time and Place.** The closing will take place at 1:00 pm on the Closing Date at the offices of Tupper Jonsson & Yeadon at Suite 1710 – 1177 West Hastings St., Vancouver, British Columbia, Canada, or at such other time and place as the parties may mutually agree.

7. Covenants

- 7.1 **Notification of Financial Liabilities.** The Corporation will immediately notify Global in accordance with Subsection 11.6, if the Corporation receives any advice or notification from its independent certified public accountants that the Corporation has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the books, records, and accounts of the Corporation, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive closing and continue in full force and effect.

- 7.2 **Access and Investigation.** Between the date of this Agreement and the Closing Date, the Corporation and Global will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party. Each party will instruct its auditors to co-operate with the other party and its representatives in connection with such investigations.

- 7.3 **Notification of Breach.** Between the date of this Agreement and the Closing Date, each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

- 7.4 **Conduct of the Corporation and Global Business Prior to Closing.** Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, from the date of this Agreement to the Closing Date, and except to the extent that Global otherwise consents in writing, the Corporation will operate its business substantially as presently operated and in

compliance with all applicable laws, and use commercially reasonable efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that the Corporation otherwise consents in writing, Global will operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable laws, and use commercially reasonable efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.

- 7.5 **Public Announcements.** Global and the Corporation each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction without the prior written consent of the other party within 24 hours, except as may be required upon written advice of counsel to comply with applicable laws, regulatory requirements or Exchange policies after consulting with Global or the Corporation, as applicable, and seeking their reasonable consent to such announcement.

The Corporation acknowledges that Global must comply with Applicable Securities Legislation requiring full disclosure of material facts and agreements in which it is involved, and will co-operate to assist Global in meeting its obligations.

8. Confidentiality

- 8.1 All information regarding the Corporation Business including but without limitation, financial information that the Corporation has provided or will provide to Global, will be kept in strict confidence by Global and will not be given to any other person or party or used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2 and except as required to file a news release regarding the transaction to the public after the Closing), dealt with, exploited or commercialized by Global or disclosed to any third party (other than Global's professional accounting and legal advisors) without the prior written consent of the Corporation, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from the Corporation, Global will immediately return to the Corporation (or as directed by the Corporation) all information received regarding the Corporation Business.
- 8.2 All information regarding the business of Global including but without limitation, financial information that Global provides to the Corporation during its due diligence investigation of Global will be kept in strict confidence by the Corporation and will not be used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2), dealt with, exploited or commercialized by the Corporation or disclosed to any third party (other than the Corporation's professional accounting and legal advisors) without Global's prior written consent, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Global, the Corporation will immediately return to Global (or as directed by Global) all information received regarding Global's business.
- 8.3 Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 8.

- 8.4 Global and the Corporation acknowledge and agree, subject to disclosure obligations under Applicable Securities Legislation, Exchange policies or other laws or regulations, that neither party will make any public pronouncements concerning the terms of this Agreement without the express written consent of the other party and such consent will not to be unreasonably withheld, conditioned or delayed.
- 8.5 The Corporation acknowledges and agrees that, while in possession of material information about Global that has not been publicly disclosed, it will not trade and will take all reasonable steps to prevent any of its employees or agents from trading in the securities of Global prior to Closing.
- 8.6 Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 8 will survive termination of this Agreement.

9. Termination

9.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by:

- (a) mutual agreement of Global and the Corporation, without the consent of the Selling Shareholders;
- (b) Global, if there has been a material breach by the Corporation or the Selling Shareholders of any material representation, warranty, covenant, or agreement set forth in this Agreement on the part of the Corporation or the Selling Shareholders that is not cured by the breaching party, to the reasonable satisfaction of Global, within twenty (20) business days after notice of such breach is given by Global unless such breach cannot reasonably be cured within twenty (20) business days and the breaching party is pursuing such cure with diligence;
- (c) The Corporation or the Selling Shareholders, if there has been a material breach by Global of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Global that is not cured by Global, to the reasonable satisfaction of the Corporation or the Selling Shareholders, within twenty (20) business days after notice of such breach is given by the Corporation or the Selling Shareholders unless such breach cannot reasonably be cured within twenty (20) business days and the breaching party is pursuing such cure with diligence;
- (d) Global or the Corporation, if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable.

9.2 **Effect of Termination.** In the event of the termination of this Agreement as provided for in Subsection 9.1, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

10. Indemnification

10.1 **Certain Definitions.** For the purposes of this Section 10, the terms "Loss" and "Losses" mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys,

accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Global or the Corporation including damages for lost profits or lost business opportunities.

- 10.2 **Agreement of the Corporation to Indemnify.** The Corporation will indemnify, defend, and hold harmless, to the full extent of the law, Global and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Global and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by the Corporation of any representation or warranty of the Corporation contained in or made pursuant to this Agreement, any Corporation document or any certificate or other instrument delivered pursuant to this Agreement; or
 - (b) a material breach or partial breach by the Corporation of any covenant or agreement of the Corporation made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement.
- 10.3 **Agreement of Selling Shareholders to Indemnify.** The Selling Shareholders will indemnify, defend, and hold harmless, to the full extent of the law, Global and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Global and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) any breach by the Selling Shareholders of this Agreement; or
 - (b) any misstatement, misrepresentation or breach of the representations and warranties made by the Selling Shareholders contained in or made pursuant to the representations or warranties or certificates executed by the Selling Shareholders as part of the share purchase detailed in Sections 2 and Subsection 3.1 of this Agreement.
- 10.4 **Agreement of Global to Indemnify.** Global will indemnify, defend, and hold harmless, to the full extent of the law, the Corporation and the Selling Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Corporation and the Selling Shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by Global of any representation or warranty of Global contained in or made pursuant to this Agreement, any Global document or any certificate or other instrument delivered pursuant to this Agreement; or
 - (b) a material breach or partial breach by Global of any covenant or agreement of Global made in or pursuant to this Agreement, any Global document or any certificate or other instrument delivered pursuant to this Agreement.
- 10.5 **Limitation on Indemnity.** Any party entitled to indemnification under this Section will only be entitled to indemnification in respect of any Losses after the aggregate amount of such Losses exceeds \$50,000, at which point the indemnified party will be entitled to recover the entire amount of such Losses from the first dollar (including the first \$50,000).

10.6 **Indemnification Procedures.** If any action will be brought against any party in respect of which indemnity may be sought pursuant to this Agreement (the "**Indemnified Party**"), such Indemnified Party will promptly notify the party from whom indemnity is being sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party will have the right to assume the defence thereof with counsel of its own choosing. Any Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party except to the extent that the employment thereof has been specifically authorized by the Indemnifying Party in writing, the Indemnifying Party has failed after a reasonable period of time to assume such defence and to employ counsel or in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Indemnifying Party and the position of such Indemnified Party. The Indemnifying Party will not be liable to any Indemnified Party under this Section 10 for any settlement by an Indemnified Party effected without the Indemnifying Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; or to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Indemnified Party's indemnification pursuant to this Section 10.

11. Miscellaneous Provisions

11.1 **Effectiveness of Representations and Survival.** Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representation, warranties and agreement will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.

11.2 **Further Assurances.** Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

11.3 **Amendment.** This Agreement may not be amended except by an instrument in writing signed by each of the parties.

11.4 **Expenses.** Global and the Corporation will each bear their respective costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of agents, representatives and accountants.

11.5 **Entire Agreement.** This Agreement, the Schedules and the other documents in connection with this transaction contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

11.6 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to the Corporation:

Box 172
8 Koba Lane
Flin Flon, Manitoba
R8A 1M7
Attention: Peter Dueck, President
Email: peter.dueck@usask.ca

If to Global:

459-409 Granville Street
Vancouver, British Columbia
V6C 1T2

Attention: Mike Burns, Chief Executive Officer
Email: mike@globaluavtech.com

If to the Selling Shareholders:

Peter Dueck
Box 172
8 Koba Lane
Flin Flon, Manitoba
R8A 1M7

Thomas Paul Stanley-Jones
259 Green Street
Flin Flon, Manitoba
R8A 0G8

Kevin Ralph
1318 Inglehart Drive
Burlington, Ontario
L7M 4X6
kwr@kwr.com

Johannes Adrianus Maria van Diemen
176 Pruet Ranch Road
Kamloops, BC
V2H 1M9
jvan@pruet.com

All such notices and other communications will be deemed to have been received:

- (a) in the case of personal delivery, on the date of such delivery;
- (b) in the case of delivery by internationally-recognized express courier, on the business day following dispatch;
- (c) in the case of mailing, on the fifth business day following mailing; and

(d) if by facsimile, on the next business day.

- 11.7 **Headings.** The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- 11.8 **Benefits.** This Agreement is and will only be construed as for the benefit of or enforceable by those Persons party to this Agreement.
- 11.9 **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.
- 11.10 **Assignment.** This Agreement may not be assigned (except by operation of law) by any party without the prior consent of the other parties.
- 11.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts and to be performed therein.
- 11.12 **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.
- 11.13 **Gender.** All references to any party will be read with such changes in number and gender as the context or reference requires.
- 11.14 **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any rights granted herein will be a Saturday, Sunday or a legal holiday in the province of British Columbia, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.
- 11.15 **Schedules and Exhibits.** The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.
- 11.16 **Independent Legal Advice.** Each of the parties acknowledges that:
- (a) Tupper Jonsson & Yeadon has acted as counsel only to Global, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Tupper Jonsson & Yeadon is not protecting the rights and interests of any other party to this Agreement; and
 - (b) The W Law Group LLP has acted as counsel only to the Corporation, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that the W Law Group LLP is not protecting the rights and interests of any other party to the Agreement.
 - (c) To the extent that the Selling Shareholders declines to receive independent legal counsel in respect of this Agreement, the Selling Shareholders hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its

obligations, to seek indulgences from the other parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.

- 11.17 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- 11.18 **Facsimile Execution.** Delivery of an executed signature page to this Agreement by any party to this Agreement by facsimile transmission and portable document format (PDF) shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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

GLOBAL UAV TECHNOLOGIES LTD.

AERIAL IMAGING RESOURCES INC.

"Michael Burns"

"Peter Dueck"

Authorized Signatory
Name: Michael Burns
Title: Chief Executive Officer

Authorized Signatory
Name: Peter Dueck
Title: President

I have read the Share Transaction Agreement dated for reference May 15th, 2018 among Global, the Corporation and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as the Selling Shareholders.

Name, Address and Signature of Selling Shareholder	Number of Corporation Shares held by such Selling Shareholder and Percentage Ownership	Percentage of Global Shares Entitlement and Cash Entitlement
Peter Dueck Box 172 8 Koba Lane Flin Flon, Manitoba R8A 1M7 <i>"Peter Dueck"</i>	50 Class "A" Common Voting Shares 65,000 Class "H" Preferred Non-Voting Shares	41.67% of Global Shares \$65,000 plus 41.67% of remaining Cash
Thomas Paul Stanley-Jones 259 Green Street Flin Flon, Manitoba R8A 0G8 <i>"Thomas Paul Stanley-Jones"</i> Signature	50 Class "B" Common Voting Shares 15,000 Class "H" Preferred Non-Voting Shares	41.67% of Global Shares \$15,000 plus 41.67% of remaining Cash
Kevin Ralph 1318 Inglehart Drive Burlington, Ontario L7M 4X6 <i>"Kevin Ralph"</i> Signature	20 Class "C" Common Non-Voting Shares 1 Class "F" Preferred Voting Share 10,000 Class "H" Preferred Non-Voting Shares	16.66% of Global Shares \$10,001 plus 16.66% of remaining Cash
Johannes Adrianus Maria van Diemen 176 Pruett Ranch Road Kamloops, BC V2H 1M9 <i>"Johannes Adrianus Maria Van"</i> Signature	10,000 Class "H" Preferred Non-Voting Shares	No Global Shares \$10,000 Cash

SCHEDULE A

PARTICULARS OF SELLING SHAREHOLDERS

Name	Number of Corporation Shares to be sold	Number of Global Shares and Cash to be received (1)
Peter Dueck	50 Class "A" Common Voting Shares 65,000 Class "H" Preferred Non-Voting Shares	41.67% of Global Shares \$65,000 plus 41.67% of remaining Cash
Thomas Paul Stanley-Jones	50 Class "B" Common Voting Shares 15,000 Class "H" Preferred Non-Voting Shares	41.67% of Global Shares \$15,000 plus 41.67% of remaining Cash
Kevin Ralph	20 Class "C" Common Non-Voting Shares 1 Class "F" Preferred Voting Share 10,000 Class "H" Preferred Non-Voting Shares	16.66% of Global Shares \$10,001 plus 16.66% of remaining Cash
Johannes Adrianus Maria van Diemen	10,000 Class "H" Preferred Non-Voting Shares	No Global Shares \$10,000 Cash

Note 1 – The Cash proceeds shall be paid in installments as follows:

- i) \$350,000, on Closing;
- ii) \$125,000, 60 days after Closing; and
- iii) \$125,000, 120 days after Closing.

The first above Cash installment payment shall be firstly applied to fully repay and discharge the outstanding liabilities of the Corporation attached as Schedule C. Thereafter the remaining balance of the first Cash installment as well as the second and third Cash installments shall be paid in the following priority:

- i) towards the fixed cash amounts owing to each individual Shareholder as described in the above table on a pro-rata basis;
- ii) to each individual Shareholders in accordance with their percentage interest in the remaining cash balance as described in the above table.

SCHEDULE B

Corporation Financial Statements

SCHEDULE C

Corporation Creditors and Encumbrances on the Corporation's Assets

SCHEDULE D

Global Financial Statements

SCHEDULE E

Material Agreements of the Corporation

SCHEDULE F

Corporation Litigation

None

SCHEDULE G

Corporation Intellectual Property

None

SCHEDULE I

Assets of the Corporation

SCHEDULE J

Consulting Agreements with Key Personnel