

January 17, 2019

To: DRAGANFLY INNOVATIONS INC. (the "Debtor")  
DRONE ACQUISITION CORP. (the "Buyer")

Re: Forbearance and Payout

Dear Sirs and Mesdames:

Reference is made to the services performed which created the debt (the "Existing Agreement") between the Debtor and the undersigned pursuant to which the undersigned made available to the Debtor certain credit facilities, loans and other extensions of credit totalling \$167,888.78 CAD (the "Existing Credit"). The Existing Agreement and all other documents, agreements, security and instruments executed in connection therewith are referred to herein as the "Documents".

Reference is also made to a Business Combination Agreement to be entered into between the Buyer and the Debtor pursuant to which the Debtor and the Buyer will amalgamate (the "Amalgamation") and the resulting issuer from the Amalgamation (the "Resulting Issuer") obtains a listing on the Canadian Securities Exchange (collectively, the "Transaction").

The Debtor and the undersigned acknowledge and agree that the Existing Credit has matured, that it has not been repaid by the Debtor and that it is currently outstanding. Notwithstanding the foregoing, the undersigned is prepared, and has agreed, to forebear and not take any realization steps under the Documents or otherwise to recover the Existing Credit (the "Forbearance") pursuant to the terms contained in this letter.

We are providing you with three settlement options. Please choose the one of the following by initialling next to the option you would like to settle the Existing Credit:

The Existing Credit will be satisfied by the Debtor in two installments (each, a "Payment"). The first Payment will be for 25% of the Existing Credit and paid in cash by the Debtor on closing of the Transaction (the "Closing"), and the second Payment will be for the balance of the Existing Credit and paid in cash by the Debtor on the date which is 18 months from the Closing.

The Existing Credit will be completely satisfied by the Debtor upon payment of 50% of the Existing Credit by the Debtor in cash on Closing.

The Existing Credit will be satisfied by the Debtor by conversion of the Existing Credit into 335,778 common shares of the resulting issuer (the "Settlement Shares") from the Transaction at a conversion price of \$0.50 per share on Closing.

The undersigned agrees and confirms to the terms of the Forbearance contained herein until Closing. It is a condition to Closing that the Resulting Issuer obtains a listing for its common shares on the Canadian Securities Exchange.

The certificates representing the Settlement Shares will be subject to trading restrictions to be effective as of Closing and, if required, bear legends, in accordance with the following release schedule: 25% released on the date that is 4 months following Closing (as prescribed by applicable Canadian securities laws); a further 25% released on the date that is 6 months following Closing, a further 25% released on the date that is 9 months following Closing; and with the final release on the date that is 12 months following Closing.

The undersigned certifies that the Existing Credit represents all of the indebtedness, liabilities and other obligations owed to it under the Documents. The undersigned confirms the Existing Credit is to be paid to the undersigned as set out in Schedule "A" hereto.

Effective upon receipt by the undersigned of the Existing Credit:

- (a) the undersigned releases and forever discharges in full (without any further action by any person) the Debtor from any and all liabilities, obligations or liens held by or granted to the undersigned pursuant to the Documents or otherwise;
- (b) the undersigned represents and warrants to the Debtor and the Buyer that it has not sold, assigned, encumbered or parted with possession of or granted any interest in any of the Documents; and
- (c) the undersigned confirms and agrees that all of the Documents are hereby cancelled and terminated and are of no further force and effect.

The undersigned agrees promptly to execute and deliver to the Debtor, as it may reasonably request, at the Debtor's expense, registrable discharges and releases, of any Documents now held by or in favour of the undersigned. The payment of the Existing Credit is conditional on Closing.

This letter will enure to the benefit of and be binding upon the respective successors and assigns of the parties.

This letter is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Very truly yours,

[Osler Hoskin & Harcourt]

Per:

Name:

Title:

February 27, 2019

To: **Draganfly Innovations Inc. (the "Debtor")**  
**Drone Acquisitions Corp. (the "Buyer")**

Dear Sir/Madame:

**Re: Indebtedness of the Debtor and Forbearance**

Reference is made to the convertible debenture dated December 23, 2016 (the "**Debenture**") granted by the Debtor in favour of **Globalive Capital Inc.** (the "**Creditor**") in the principal amount of \$200,000 (the "**Principal Amount**").

Reference is also made to a Business Combination Agreement dated January 31, 2019 entered into between the Buyer and the Debtor pursuant to which the Debtor and the Buyer will amalgamate (the "**Amalgamation**") and upon closing thereof (the "**Closing**") the resulting issuer from the Amalgamation (the "**Resulting Issuer**") will obtain a listing on the Canadian Securities Exchange (collectively, the "**Transaction**").

The Debtor is indebted to the Creditor in the amount of **\$200,000** plus all interest and other amounts due under the Debenture (the "**Indebtedness**"). The Creditor has agreed to forbear from enforcing its rights and remedies under the Debenture on the terms and conditions set out below. Capitalized terms not defined in this letter shall have the meaning set forth in the Debenture.

**Forbearance, Repayment and Amendment**

1. The Creditor agrees that it will forbear from taking any action with regard to any Event of Default and that it will take no steps to enforce its rights under the Debenture, including its right to demand repayment and its conversion rights thereunder, and any other documents in connection therewith and that the repayment terms of the Debenture are amended as follows:

The Debtor shall repay the entire balance of the outstanding indebtedness at Closing by the **conversion** of the outstanding Indebtedness into 400,000 Common Shares of the Resulting Issuer at a conversion price of \$0.50 per share (the "**Settlement Shares**").

2. Upon repayment of the Indebtedness in the manner set forth above the Debenture, as amended herein, shall be terminated and the Debtor shall have no further obligations to the Creditor thereunder.

3. The certificates representing the Settlement Shares, if applicable, will be subject to trading restrictions to be effective as of Closing and, if required, bear legends, in accordance with the following release schedule: 5% released on Closing; 15% released on the date that is 6 months following Closing; a further 15% released on the date that is 12 months following Closing, a further 15% released on the date that is 18 months following Closing; a further 15% released on the date that is 24 months following Closing and with the final release on the date that is 36 months following Closing.

4. Except as amended in this forbearance letter, all terms and conditions of the Debenture will remain in effect, unamended.

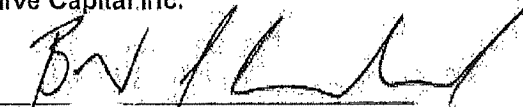
**General**

5. This forbearance letter is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.
6. Whenever any payment to be made or action to be taken under the Debenture or this forbearance letter is required to be made or taken on a day other than a business day, the payment is to be made or action taken on the next business day following.
7. This forbearance letter enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
8. This forbearance letter may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Kindly acknowledge receipt and acceptance of this forbearance letter by executing in the space indicated below.

Yours truly,


**Globalive Capital Inc.**

Per:   
Name:  
Title: **CHIEF EXECUTIVE OFFICER**

*[signature name redacted for confidentiality]*

The undersigned hereby acknowledges and agrees to the terms and conditions of this forbearance letter as of the 29 day of June, 2019.

**DRAGANFLY INNOVATIONS INC.**

Per:   
Name: Cameron Chell  
Title: Director

January 17, 2019

To: **DRAGANFLY INNOVATIONS INC.** (the "Debtor")  
**DRONE ACQUISITION CORP.** (the "Buyer")

Re: **Forbearance and Payout**

Dear Sirs and Mesdames:

Reference is made to the services performed which created the debt (the "**Existing Agreement**") between the Debtor and the undersigned pursuant to which the undersigned made available to the Debtor certain credit facilities, loans and other extensions of credit totalling \$321,534.89 USD (the "**Existing Credit**"). The Existing Agreement and all other documents, agreements, security and instruments executed in connection therewith are referred to herein as the "**Documents**".

Reference is also made to a Business Combination Agreement to be entered into between the Buyer and the Debtor pursuant to which the Debtor and the Buyer will amalgamate (the "**Amalgamation**") and the resulting issuer from the Amalgamation (the "**Resulting Issuer**") obtains a listing on the Canadian Securities Exchange (collectively, the "**Transaction**").

The Debtor and the undersigned acknowledge and agree that the Existing Credit has matured, that it has not been repaid by the Debtor and that it is currently outstanding. Notwithstanding the foregoing, the undersigned is prepared, and has agreed, to forebear and not take any realization steps under the Documents or otherwise to recover the Existing Credit (the "**Forbearance**") pursuant to the terms contained in this letter.

We are providing you with three settlement options. Please choose the one of the following by initialling next to the option you would like to settle the Existing Credit:

\_\_\_\_\_ The Existing Credit will be satisfied by the Debtor in two installments (each, a "**Payment**"). The first Payment will be for 25% of the Existing Credit and paid in cash by the Debtor on closing of the Transaction (the "**Closing**"), and the second Payment will be for the balance of the Existing Credit and paid in cash by the Debtor on the date which is 18 months from the Closing.

X The Existing Credit will be completely satisfied by the Debtor upon payment of 50% of the Existing Credit by the Debtor in cash on Closing.

\_\_\_\_\_ The Existing Credit will be satisfied by the Debtor by conversion of the Existing Credit into 520,501 common shares of the resulting issuer (the "**Settlement Shares**") from the Transaction at a conversion price of \$0.50 per share on Closing.

The undersigned agrees and confirms to the terms of the Forbearance contained herein until Closing. It is a condition to Closing that the Resulting Issuer obtains a listing for its common shares on the Canadian Securities Exchange.

The certificates representing the Settlement Shares will be subject to trading restrictions to be effective as of Closing and, if required, bear legends, in accordance with the following release schedule: 25% released on the date that is 4-months following Closing (as prescribed by applicable Canadian securities laws); a further 25% released on the date that is 6 months following Closing, a further 25% released on the date that is 9 months following Closing; and with the final release on the date that is 12 months following Closing.

The undersigned certifies that the Existing Credit represents all of the indebtedness, liabilities and other obligations owed to it under the Documents. The undersigned confirms the Existing Credit is to be paid to the undersigned as set out in Schedule "A" hereto.

Effective upon receipt by the undersigned of the Existing Credit:

- (a) the undersigned releases and forever discharges in full (without any further action by any person) the Debtor from any and all liabilities, obligations or liens held by or granted to the undersigned pursuant to the Documents or otherwise;
- (b) the undersigned represents and warrants to the Debtor and the Buyer that it has not sold, assigned, encumbered or parted with possession of or granted any interest in any of the Documents; and
- (c) the undersigned confirms and agrees that all of the Documents are hereby cancelled and terminated and are of no further force and effect.

The undersigned agrees promptly to execute and deliver to the Debtor, as it may reasonably request, at the Debtor's expense, registrable discharges and releases, of any Documents now held by or in favour of the undersigned. The payment of the Existing Credit is conditional on Closing.

This letter will enure to the benefit of and be binding upon the respective successors and assigns of the parties.

This letter is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Very truly yours,

**[Engenious]**

Per: \_\_\_\_\_

Name:

Title: Pricipal/CEO

*[Signatry name  
redacted for  
confidentiality]*

**SCHEDULE A**

**Wire Instruction**

Pay by direct deposit, Routing:  
account)  
International wire:

[Banking information redacted for confidentiality]

January 17, 2019

To: DRAGANFLY INNOVATIONS INC. (the "Debtor")  
DRONE ACQUISITION CORP. (the "Buyer")

Re: Forbearance and Payout

Dear Sirs and Mesdames:

Reference is made to the services performed which created the debt (the "Existing Agreement") between the Debtor and the undersigned pursuant to which the undersigned made available to the Debtor certain credit facilities, loans and other extensions of credit totalling \$86,200.00 USD (the "Existing Credit"). The Existing Agreement and all other documents, agreements, security and instruments executed in connection therewith are referred to herein as the "Documents".

Reference is also made to a Business Combination Agreement to be entered into between the Buyer and the Debtor pursuant to which the Debtor and the Buyer will amalgamate (the "Amalgamation") and the resulting issuer from the Amalgamation (the "Resulting Issuer") obtains a listing on the Canadian Securities Exchange (collectively, the "Transaction").

The Debtor and the undersigned acknowledge and agree that the Existing Credit has matured, that it has not been repaid by the Debtor and that it is currently outstanding. Notwithstanding the foregoing, the undersigned is prepared, and has agreed, to forebear and not take any realization steps under the Documents or otherwise to recover the Existing Credit (the "Forbearance") pursuant to the terms contained in this letter.

We are providing you with three settlement options. Please choose the one of the following by initialling next to the option you would like to settle the Existing Credit:

The Existing Credit will be satisfied by the Debtor in two installments (each, a "Payment"). The first Payment will be for 25% of the Existing Credit and paid in cash by the Debtor on closing of the Transaction (the "Closing"), and the second Payment will be for the balance of the Existing Credit and paid in cash by the Debtor on the date which is 18 months from the Closing.

The Existing Credit will be completely satisfied by the Debtor upon payment of 50% of the Existing Credit by the Debtor in cash on Closing.

The Existing Credit will be satisfied by the Debtor by conversion of the Existing Credit into 223,388 common shares of the resulting issuer (the "Settlement Shares") from the Transaction at a conversion price of \$0.50 per share on Closing.

The undersigned agrees and confirms to the terms of the Forbearance contained herein until Closing. It is a condition to Closing that the Resulting Issuer obtains a listing for its common shares on the Canadian Securities Exchange.



The certificates representing the Settlement Shares will be subject to trading restrictions to be effective as of Closing and, if required, bear legends, in accordance with the following release schedule: 25% released on the date that is 4-months following Closing (as prescribed by applicable Canadian securities laws); a further 25% released on the date that is 6 months following Closing, a further 25% released on the date that is 9 months following Closing; and with the final release on the date that is 12 months following Closing.

The undersigned certifies that the Existing Credit represents all of the indebtedness, liabilities and other obligations owed to it under the Documents. The undersigned confirms the Existing Credit is to be paid to the undersigned as set out in Schedule "A" hereto.

Effective upon receipt by the undersigned of the Existing Credit:

- (a) the undersigned releases and forever discharges in full (without any further action by any person) the Debtor from any and all liabilities, obligations or liens held by or granted to the undersigned pursuant to the Documents or otherwise;
- (b) the undersigned represents and warrants to the Debtor and the Buyer that it has not sold, assigned, encumbered or parted with possession of or granted any interest in any of the Documents; and
- (c) the undersigned confirms and agrees that all of the Documents are hereby cancelled and terminated and are of no further force and effect.

The undersigned agrees promptly to execute and deliver to the Debtor, as it may reasonably request, at the Debtor's expense, registrable discharges and releases, of any Documents now held by or in favour of the undersigned. The payment of the Existing Credit is conditional on Closing.

This letter will enure to the benefit of and be binding upon the respective successors and assigns of the parties.

This letter is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Very truly yours,

[McDermott Engineering]

[signature name redacted  
for confidentiality]

Per:

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

Title: \_\_\_\_\_

PRESIDENT

February 27, 2019

To: Draganfly Innovations Inc. (the "Debtor")  
Drone Acquisitions Corp. (the "Buyer")

Dear Sir/Madame:

**Re: Indebtedness of the Debtor and Forbearance**

Reference is made to the convertible debentures dated January 31, 2017 and March 1, 2017 (the "Debentures") granted by the Debtor in favour of Victor Choy (the "Creditor") in the principal amounts of \$40,000 and \$200,000 (the "Principal Amounts").

Reference is also made to a Business Combination Agreement dated January 31, 2019 entered into between the Buyer and the Debtor pursuant to which the Debtor and the Buyer will amalgamate (the "Amalgamation") and upon closing thereof (the "Closing") the resulting issuer from the Amalgamation (the "Resulting Issuer") will obtain a listing on the Canadian Securities Exchange (collectively, the "Transaction").

The Debtor is indebted to the Creditor in the amount of \$240,000 plus all interest and other amounts due under the Debenture (the "Indebtedness"). The Creditor has agreed to forbear from enforcing its rights and remedies under the Debenture on the terms and conditions set out below. Capitalized terms not defined in this letter shall have the meaning set forth in the Debenture.

**Forbearance, Repayment and Amendment**

1. The Creditor agrees that it will forbear from taking any action with regard to any Event of Default and that it will take no steps to enforce its rights under the Debenture, including its right to demand repayment and its conversion rights thereunder, and any other documents in connection therewith and that the repayment terms of the Debenture are amended as follows:

The Debtor shall repay the entire balance of the outstanding Indebtedness at Closing by the **conversion** of the outstanding Indebtedness into 480,000 Common Shares of the Resulting Issuer at a conversion price of \$0.50 per share (the "**Settlement Shares**").

2. Upon repayment of the Indebtedness in the manner set forth above the Debenture, as amended herein, shall be terminated and the Debtor shall have no further obligations to the Creditor thereunder.

3. The certificates representing the Settlement Shares, if applicable, will be subject to trading restrictions to be effective as of Closing and, if required, bear legends, in accordance with the following release schedule: 5% released on Closing; 15% released on the date that is 6 months following Closing; a further 15% released on the date that is 12 months following Closing, a further 15% released on the date that is 18 months following Closing; a further 15% released on the date that is 24 months following Closing and with the final release on the date that is 36 months following Closing.

4. Except as amended in this forbearance letter, all terms and conditions of the Debenture will remain in effect, unamended.

General

5. This forbearance letter is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

6. Whenever any payment to be made or action to be taken under the Debenture or this forbearance letter is required to be made or taken on a day other than a business day, the payment is to be made or action taken on the next business day following.

7. This forbearance letter enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

8. This forbearance letter may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Kindly acknowledge receipt and acceptance of this forbearance letter by executing in the space indicated below.

Yours truly,

Victor Choy

Per: \_\_\_\_\_

Name: VICTOR CHOY  
Title:

The undersigned hereby acknowledges and agrees to the terms and conditions of this forbearance letter as of the 4 day of MARCH, 2019.

DRAGANFLY INNOVATIONS INC.

Per: \_\_\_\_\_

Name: Cameron Chell  
Title: Director