

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

ALANA FORBES (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 **Other Covenants**

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 **Meaning of Subject Securities.**

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Alana Forbes"

Signature of Securityholder

Alana Forbes

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Alana Forbes	<i>[Omitted – Personal Information]</i>	84,667 Shares 71,000 Company Options	

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

BRENT ROSENTHAL (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 **Other Covenants**

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 **Meaning of Subject Securities.**

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Brent Rosenthal"

Signature of Securityholder

Brent Rosenthal

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Brent Rosenthal	<i>[Omitted – Personal Information]</i>	475,248 Shares 71,000 Company Options	N/A

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

DARREL DEANE (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 **Other Covenants**

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 **Meaning of Subject Securities.**

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Darrel Deane"

Signature of Securityholder

Darrel Deane

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Darrel Deane	<i>[Omitted – Personal Information]</i>	42,173 Shares 42,600 Company Options	<i>[Omitted – Personal Information]</i>

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

DOUG MARLIN (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Doug Marlin"

Signature of Securityholder

Doug Marlin

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Doug Marlin	<i>[Omitted – Personal Information]</i>	253,036 Shares 36,000 Company Options	<i>[Omitted – Personal Information]</i>

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

GURJOT BHULLAR (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 **Other Covenants**

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 **Meaning of Subject Securities.**

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Gurjot Bhullar"

Signature of Securityholder

Gurjot Bhullar

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Gurjot Bhullar	<i>[Omitted – Personal Information]</i>	38,333 Shares 39,000 Company Options	<i>[Omitted – Personal Information]</i>

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

LORNE SUGARMAN (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder's name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Lorne Sugarman"

Signature of Securityholder

Lorne Sugarman

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Lorne Sugarman	<i>[Omitted – Personal Information]</i>		0

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

MARY MCMILLAN (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Mary McMillan"

Signature of Securityholder

Mary McMillan

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Mary McMillan	<i>[Omitted – Personal Information]</i>	41,666 Shares 36,000 Company Options	N/A

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

NANCY YOUNG (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Nancy Young"

Signature of Securityholder

Nancy Young

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Nancy Young	<i>[Omitted – Personal Information]</i>	12,000 Company Options	N/A

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

PAUL TAKALO (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 **Other Covenants**

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 **Meaning of Subject Securities.**

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Paul Takalo"

Signature of Securityholder

Paul Takalo

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Paul Takalo	<i>[Omitted – Personal Information]</i>	84,034 Shares 36,000 Company Options	<i>[Omitted – Personal Information]</i>

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

PETER LARGE (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) “**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) “**Person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) “**Securityholder Approval**” has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix “A” - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "*Peter Large*"

Signature of Securityholder

Peter Large

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Peter Large	<i>[Omitted – Personal Information]</i>	50,000 Shares 12,000 Company Options	<i>[Omitted – Personal Information]</i>

**VOTING AND SUPPORT AGREEMENT
(Directors and Officers)**

THIS AGREEMENT is made as of October 21, 2024

AMONG:

SCOTT CHAMBERS (the “**Securityholder**”)

- and -

FIRAN TECHNOLOGY GROUP CORPORATION, a corporation
existing under the federal laws of Canada (the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of the common shares (“**Shares**”) and/or the options (“**Convertible Securities**”) in the capital of FLYHT Aerospace Solutions Ltd., a corporation existing under the federal laws of Canada (the “**Company**”) set forth opposite such Securityholder’s name in Appendix “A” hereto (collectively, the “**Subject Securities**”);

AND WHEREAS the Securityholder understands that, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares;

AND WHEREAS in order for the Securityholder to realize the benefits that will accrue to the Securityholder in connection with the consummation of the Arrangement, the Securityholder desires to enter into this Agreement to provide his or her support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS at the Company Meeting, securityholders of the Company will be asked to consider, and if deemed advisable, to pass the Arrangement Resolution approving the Arrangement;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) **"Affiliate"** has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (b) **"Arrangement"** means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (c) **"Person"** includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status; and
- (d) **"Securityholder Approval"** has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDERS**

2.1 Securityholder Support

In connection with the Arrangement and any transactions contemplated in connection with the Arrangement Agreement, the Securityholder hereby covenants, undertakes and agrees from time to time, except as expressly permitted by this Agreement, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities, to the extent they carry a right to vote: (i) at the Company Meeting or

any other meeting of any of the securityholders of the Company at which the Securityholder or any registered holder of the Subject Securities is entitled to vote in favour of the approval of the Arrangement Resolution, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement; or (ii) in any action by written consent of securityholders of the Company, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement, any other matter necessary for the consummation of the Arrangement and any other transaction contemplated in connection with the Arrangement Agreement (each of (i) or (ii) above, the “**Securityholder Approval**”).

2.2 Restrictions with Respect to Subject Securities

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement, the Securityholder:

- (a) will not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a “**Transfer**”), other than: (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Securityholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of any such Person or entity, provided that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities, and provided further that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Securityholder, such entity shall remain solely controlled by the Securityholder until the earlier of (A) the Effective Time, and (B) the termination of this Agreement in accordance with Article 4; or (ii) pursuant to the exercise or settlement, as applicable, in accordance with their respective terms, of any Convertible Securities, provided, however, that the foregoing restrictions shall not prevent or restrict the Securityholder from: (A) acquiring Shares upon the exercise or conversion of other Subject Securities; or (B) exercising, converting, redeeming or agreeing to cancel any Subject Securities in accordance with their terms or the Arrangement Agreement;
- (b) will not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approval of any kind as to any Subject Securities;
- (c) will not vote or cause to be voted any Subject Securities in favour of, and will vote or cause to be voted all Subject Securities against, any proposed action, transaction or agreement by or involving the Company or any of its Affiliates or the

Securityholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement, or (ii) change in any manner the voting rights of any class of shares of the Company;

- (d) other than set forth herein, will take all such steps as are necessary or advisable to ensure that at all relevant times its Subject Securities will not be subject to any shareholders' agreements, voting trust or similar agreements (other than this Agreement) or any option, right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of the Securityholder to exercise all voting rights attaching to such Subject Securities;
- (e) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement;
- (f) except in the Securityholder's capacity as a director or officer of the Company, but only to the extent permitted by the Arrangement Agreement, will not directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal; or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) irrevocably waives to the fullest extent permitted by Law any and all rights of the Securityholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting of the Subject Securities

The Securityholder hereby agrees with the Purchaser that it will, on or before the tenth (10th) Business Day prior to any meeting of any of the securityholders of the Company in respect of any Securityholder Approval, duly complete forms of proxy or similar instruments in respect of all of its Subject Securities, and any other required documents in connection therewith, and cause the same to be validly delivered in support of (and indicating that all Subject Securities are voted in favour of approving) the Arrangement Resolution and any transactions contemplated in connection with the Arrangement Agreement, and will not withdraw such forms of proxy or other instruments except as expressly otherwise provided in this Agreement. The Securityholder further agrees that it will, on or before the tenth (10th) Business Day prior to the Company Meeting or any adjournment or postponement thereof, deliver or cause to be delivered to the Purchaser in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy or other instrument described in the preceding sentence. The Securityholder shall not revoke the forms of proxy or other instrument without the prior written consent of the Purchaser.

2.4 Other Covenants

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall, directly or indirectly, through any representative, Affiliate or otherwise:

- (a) not solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (b) not act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;
- (c) not assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;
- (d) not solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) not enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement with any Person in respect of an Acquisition Proposal; and
- (g) promptly notify the Purchaser upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect.

2.5 Meaning of Subject Securities.

The term "**Subject Securities**" means that number of Shares and Convertible Securities set forth opposite the Securityholder's name in Appendix "A" hereto, being all of the securities of the Company owned legally or beneficially, either directly or indirectly, by such Securityholder or over which the Securityholder exercises direct or indirect control or direction, and will be deemed to also include (a) any Shares and Convertible Securities issued to the Securityholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Convertible Securities on, of, or affecting the Subject Securities on or after the date of this Agreement, and (b) any Shares and Convertible Securities acquired by the Securityholder, or issued to the Securityholder, on or after the date of this Agreement (including pursuant to the exercise, conversion or vesting of any securities of the Company that are exercisable for, convertible into or vest as Shares (including all Subject Securities)), and all such acquired Shares and Convertible

Securities shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Securityholder as of the date hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation; Authorization. If the Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and, assuming due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement enforceable by the Purchaser against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (b) Ownership of Subject Securities. The Securityholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the registered and/or beneficial owner of the Subject Securities set out opposite the Securityholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Securityholder does not own or have any interest in any securities of the Company other than the Subject Securities. The Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the performance of its obligations hereunder.
- (c) No Agreements. No Person 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, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. None of the Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the securityholders of the Company or give consents or approvals of any kind, except pursuant to this Agreement.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental

Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with (i) the execution and delivery by the Securityholder of this Agreement, or (ii) the performance by the Securityholder of its obligations under this Agreement.

- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates, or any of the Subject Securities, and there is no judgment, decree or order against the Securityholder or its Affiliates, or any of the Subject Securities, that in each case would adversely affect in any manner the ability of the Securityholder to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Securityholder as follows, and acknowledges that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its respective obligations hereunder; and
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

ARTICLE 4 **TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder;
- (b) the Securityholder delivering notice to the Purchaser if the Purchaser, without the prior written consent of the Securityholder, varies the terms of the Arrangement Agreement in a manner that decreases the cash consideration or the number of shares payable per Subject Security set out in the Arrangement Agreement;
- (c) the Effective Time; and
- (d) the termination of the Arrangement Agreement in accordance with its terms.

ARTICLE 5

GENERAL

5.1 Fiduciary Obligations

Nothing in this Agreement shall: (a) restrict, limit or prohibit the Securityholder from exercising, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries such Person's fiduciary duties to the Company and/or any of its subsidiaries under applicable Law; or (b) require the Securityholder, solely in such Person's capacity as an officer or director of the Company and/or any of its subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties, all in accordance with the terms of the Arrangement Agreement. For greater certainty, however, the Securityholder understands and agrees that such holder shall, in his or her capacity as a holder of Subject Securities, remain obligated to vote or cause to be voted all his, her or its Subject Securities in the manner provided for by this Agreement regardless of the position that the board of directors of the Company takes, or its recommendation with respect to, the Arrangement Resolution.

5.2 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by the Securityholder without the prior written consent of the Purchaser, except (a) to the extent required by applicable Law, or (b) to the Securityholder's legal and financial advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors. The Securityholder hereby consents to the disclosure of the substance of this Agreement in any management information circular of the Company or any press release or other public disclosure document prepared and disclosed by the Company in connection with the Arrangement and the transactions contemplated thereunder, in accordance with applicable Laws, and to the filing of this Agreement on SEDAR+, as may be required pursuant to applicable Securities Laws. In addition, the Securityholder acknowledges that a copy of this Agreement will be provided to the Company.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Securityholder without the prior written consent of the Purchaser, which consent may not be unreasonably withheld. The Purchaser may not assign this Agreement to any third parties.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by mail or electronic mail addressed to the recipient as follows:

- (a) if to the Securityholder, at the address or e-mail address indicated opposite the name of the Securityholder in Appendix "A";
- (b) if to the Purchaser:

Firan Technology Group Corporation
250 Finchdene Square
Toronto, Ontario M1X 1A5

Attention: Brad Bourne
E-mail: *[Omitted – Personal Information]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Eric Moncik and Liam Churchill
Email: eric.moncik@blakes.com and liam.churchill@blakes.com

or to such other street address, individual or e-mail address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

5.12 Specific Performance and other Equitable Rights

The parties agree that a breach of any material obligations contained in this Agreement will cause the Purchaser, or the Securityholder (as the case may be), to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at Law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by electronic mail in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such electronic mail.

5.15 Independent Legal Advice

The Securityholder acknowledges that:

- (a) it has read this Agreement in its entirety, understands this Agreement and agrees to be bound hereby;
- (b) it has been advised to seek independent legal advice with respect to executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) it is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

(signed) "Scott Chambers"

Signature of Securityholder

Scott Chambers

Name of Securityholder (please type or print)

**FIRAN TECHNOLOGY GROUP
CORPORATION**

Per: (signed) "Bradley Bourne"
Name: Bradley Bourne
Title: President and Chief Executive
Officer

APPENDIX “A”

Subject Securities

Name of Securityholder	Address and email of Securityholder	Number(s) and type(s) of Subject Securities held, directly or indirectly, by the Securityholder	Name of registered holder (if different from the Securityholder)
Scott Chambers	<i>[Omitted – Personal Information]</i>	33,800 Company Options	<i>[Omitted – Personal Information]</i>