VOTING AGREEMENT

THIS AGREEMENT is made as of the 16th day of April, 2019.

BETWEEN:

JOHN ARNOLD (“**Shareholder**”)

-and-

MINDFULL CAPITAL INC., a corporation existing under the Federal laws of Canada (“**Mindfull**”)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of, or has voting control over, the issued and outstanding common shares (the “**Enerspar Shares**”) in the capital of Enerspar Corp. (“**Enerspar**”) and any options (“**Enerspar Options**”) to purchase Enerspar Shares as set out in Schedule A hereto, which Schedule forms and constitutes an integral part of this Agreement;

AND WHEREAS Mindfull, Enerspar and a wholly-owned subsidiary of Enerspar, 11273396 Canada Inc. (“**Enerspar Subco**”), intend to complete a three cornered amalgamation (the “**Business Combination**”) pursuant to which, among other things, each Mindfull common share held by the shareholders of Mindfull will be exchanged for one Enerspar Share (following completion of the consolidation of the Enerspar Shares as contemplated in the Business Combination Agreement (as defined below)) and Mindfull will become a wholly-owned subsidiary of Enerspar pursuant to the terms of a business combination agreement (the “**Business Combination Agreement**”) to be entered into among Mindfull, Enerspar, and Enerspar Subco;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder: (i) to vote the Subject Securities (as defined below) or cause the same to be voted in favour of the applicable resolutions related to the Business Combination as specified in the Business Combination Agreement; and (ii) to abide by the other restrictions and covenants set out in this Agreement.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

“**Acquisition Proposal**” means, in respect of Enerspar, any bona fide proposal or offer made after the date of the Business Combination Agreement by a Person or group of Persons dealing at arm’s length (including a stated intention to make a proposal or offer) regarding a merger, amalgamation, statutory amalgamation, share exchange, business combination, recapitalization, take-over bid, tender offer, sale or other disposition of 20% or more of the assets of Enerspar (on a consolidated basis) in a single transaction or a series of related transactions (or any lease, long-term supply agreement or other amalgamation having the same economic effect as a sale or other disposition of 20% or more the assets of the Enerspar Group), reorganization, liquidation, winding-up, sale, issue or redemption of 20% or more of the total number of common shares or rights or interests therein or thereto or the sale or issue of treasury securities or rights therein or thereto or rights or options to acquire treasury securities representing 20% or more of the outstanding Enerspar Shares, any exchange offer, secondary purchase or any type of similar transaction that would, or could reasonably be expected to, in any case, constitute a de facto acquisition or change of control of Enerspar or would or could reasonably be expected to, in any case, result in the sale or other disposition of all or substantially all of the assets of Enerspar (other than the Business Combination and all other transactions to be completed in connection with the Business Combination);

"**affiliate**" shall have the meaning ascribed to such term in National Instrument 45-106 – *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;

"**Agreement**" means this agreement between Mindfull and the Shareholder;

"**Enerspar Group**" means and includes Enerspar and any corporation, partnership or company in which Enerspar beneficially owns or controls, directly or indirectly, more than 50% of the equity, voting rights, profit interest, capital or other similar interest thereof or any joint venture in which Enerspar has a direct or indirect interest;

"**Business Day**" means any day other than a Saturday or Sunday or other day on which Canadian Chartered Banks located in the City of Toronto are required or permitted to close;

"**Governmental Entity**" means any applicable: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange, including the TSX Venture Exchange;

"**Person**" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status;

"**Subject Securities**" means: (i) all Enerspar Shares and other securities of Enerspar set out in Schedule A attached hereto beneficially owned by, or over which control or direction is exercised by, directly or indirectly, the Shareholder, and (ii) any Enerspar Shares or other securities of Enerspar issued to or acquired by the Shareholder, including, without limitation, Enerspar Shares acquired upon exercise or conversion of any convertible securities, or in respect of which voting is directly or indirectly controlled or directed by the Shareholder, after the date of this Agreement; and

"**Superior Proposal**" means a *bona fide* Acquisition Proposal made by a Person or group of Persons with whom Enerspar deals at arm's length to, directly or indirectly, acquire assets that individually or in the aggregate constitute 50% or more of the assets (on a consolidated basis) of

Enerspar or not less than 50% of the Enerspar Shares whether by way of merger, amalgamation, arrangement, share exchange, take-over bid, business combination, or otherwise, and that the board of directors of Enerspar determines in good faith after consultation with its financial advisors and outside legal counsel: (i) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (ii) is not subject to any due diligence condition(s) and/or access conditions; (iii) is not subject, by virtue of law or the policies of any stock exchange, to the requirement that the issue of shares by the acquiring party be approved by its shareholders; (iv) is fully financed or is reasonably capable of being fully financed; (v) that is offered or made to all shareholders of Enerspar on the same terms and in compliance with all applicable securities laws; and (vi) would in the opinion of the board of directors of Enerspar acting in good faith if consummated in accordance with its terms (without assuming away the risk of non completion), result in a transaction more favourable to the Enerspar Shareholders from a financial point of view, than the terms of the Business Combination.

ARTICLE 2

COVENANTS OF THE SHAREHOLDER

2.1 General

The Shareholder covenants and irrevocably agrees in favour of Mindfull that, from the date of this Agreement until the termination of this Agreement in accordance with Article 5, except as permitted by this Agreement, such Shareholder will:

(a) not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Shareholder or any of its affiliates, as applicable (collectively, the "**Representatives**"), (i) solicit, initiate, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) an Acquisition Proposal or the initiation of any inquiries or proposals regarding an Acquisition Proposal, (ii) participate in any substantive discussions or negotiations with any Person (other than Mindfull or any of its affiliates) regarding an Acquisition Proposal, (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal, or (iv) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Acquisition Proposal;

(b) immediately cease and cause its Representatives to cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Persons with respect to any Acquisition Proposal;

(c) promptly (and in any event within 24 hours after it has received any proposal, inquiry, offer or request) notify Mindfull, at first orally and then in writing, in the event it or its Representatives receives an Acquisition Proposal, including the material terms and conditions thereof, and the identity of the Person or Persons making the Acquisition Proposal. The Shareholder will also provide such other details of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, as Mindfull may reasonably request;

(d) not grant or agree to grant any proxy or other right to vote any Subject Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to the Subject Securities that in each case might reasonably be regarded as likely to prevent or delay the successful completion of the Business Combination;

(e) not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Business Combination;

(f) not vote or cause to be voted any Subject Securities in respect of any proposed action by Enerspar or its shareholders or affiliates or any other Person in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Business Combination;

(g) in the event that any transaction other than the Business Combination or a Superior Proposal that has not been matched by Mindfull pursuant to Section 4.1, is presented for approval of or acceptance by the securityholders of Enerspar, not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities;

(h) agree that any securities of Enerspar purchased by the Shareholder in the market, by private agreement or otherwise, shall be deemed to be subject to the terms hereof as Subject Securities; and

(i) subject to Section 2.1(k) and any escrow requirements of the TSXV Venture Exchange, take all such steps as are necessary or advisable to ensure that immediately prior to the Effective Time the Subject Securities will be held by the Shareholder 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 of any nature or kind whatsoever, and will not be subject to any shareholders' agreement, voting trust or similar 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 the Subject Securities or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any the Subject Securities.

(j) Unless otherwise permitted by this Agreement, the Shareholder agrees with Mindfull that during the period (the "**Lock-up Period**") commencing on the date hereof and ending immediately after the Effective Time, the Shareholder will not, without the prior written consent of Mindfull, directly or indirectly, offer, sell, contract to sell, transfer, assign, pledge, grant any option to purchase, grant a security interest in, hypothecate, make any short sale or otherwise dispose of any of the Subject Securities or enter into any swap, forward or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Subject Securities (regardless of whether any such arrangement is to be settled by the delivery of the Subject Securities, securities of another Person, cash or otherwise) or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing.

(k) Section 2.1(j) shall not apply, and for certainty the Shareholder shall not be required to obtain the prior written consent of Mindfull, in respect of (a) transfers to affiliates of the Shareholder, any immediate family members of the Shareholder, or any company, trust or other entity owned by or maintained for the benefit of the Shareholder, (b) transfers occurring by operation of law or in connection with transactions arising as a result of the death of the Shareholder, or (c) pledges of the Subject Securities as security for bona fide indebtedness of the Shareholder; provided, in each of (a), (b) and (c), that any such transferee or pledgee shall first execute an agreement in substantially the form hereof which agreement shall remain in force for the remainder of the Lock-up Period.

2.2 Voting of the Subject Securities in Favour of the Business Combination

The Shareholder agrees with Mindfull that it will, on or before the fifth Business Day prior to the holding of any meeting of shareholders of Enerspar convened to vote upon the applicable resolutions related to the Business Combination as specified in the Business Combination Agreement and any other transactions contemplated by the terms of the Business Combination Agreement and any agreements entered into among Enerspar, Mindfull and any of their affiliates, as the case may be, in connection therewith, duly complete and cause forms of proxy in respect of all of the Subject Securities, to be validly voted in support of the applicable resolutions related to the Business Combination, which for greater certainty include the Spin-Out Transaction Resolution, Continuance Resolution, Consolidation Resolution, Name Change Resolution, TSXV Delisting Resolution, New Option Plan Resolution, New Auditors Resolution and Board Change Resolution, all as specified in the Business Combination Agreement and any other transactions contemplated by the terms of the Business Combination Agreement and any agreements entered into among Enerspar, Mindfull and any of their affiliates, as the case may be, in connection therewith, and will not withdraw the forms of proxy except as expressly otherwise provided in this Agreement.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties and Covenants of the Shareholder

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

(a) Legal Capacity. The Shareholder has full legal capacity to enter into this Agreement and to complete the transactions and perform its obligations under this Agreement.

(b) Authorization. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement, enforceable by Mindfull against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(c) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder and enforcement against the Shareholder of this Agreement, or (ii) the consummation of any transactions by the Shareholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation.

(d) Ownership of Subject Securities. The Shareholder is, and, subject to Section 2.1 and any escrow requirements of the TSXV Venture Exchange, will immediately prior to the Effective Time be, the direct or indirect beneficial owner of, or will exercise control or direction over, the Subject Securities, 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 Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, provision, statute, regulation, judgment, order, decree or law which would in any material respect be violated, contravened, breached by, or under which any material default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(e) 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.

(f) Voting. Other than pursuant to this Agreement, none of the Subject Securities are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

(g) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its affiliates that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities and there is no judgment, decree or order against the Shareholder that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities.

(h) No Other Securities. The only securities of Enerspar beneficially owned or controlled, directly or indirectly, by the Shareholder are the Subject Securities and none of the Shareholder or its affiliates has an other agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or transfer to the Shareholder of additional securities of Enerspar .

3.2 Representations and Warranties of Mindfull

Mindfull represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations and warranties in entering into this Agreement:

(a) Incorporation. Mindfull is a corporation existing pursuant to the Federal laws of Canada and has all necessary corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Authorization. The execution and delivery of this Agreement by Mindfull and the consummation by Mindfull of the transactions contemplated under this Agreement have been duly authorized by the board of directors of Mindfull and no other corporate proceedings on the part of Mindfull are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Mindfull and constitutes a legal, valid and binding agreement enforceable by the Shareholder against Mindfull in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

ARTICLE 4
RIGHT TO ACCEPT A SUPERIOR PROPOSAL AND RIGHT TO MATCH

4.1 Right to Accept a Superior Proposal and Right to Match

(a) If the Shareholder has complied with this Agreement, subject to Section 4.1(b) and Section 4.1(c) the Shareholder may accept, approve or enter into any agreement, transaction or understanding in respect of a Superior Proposal received prior to the date of approval of the applicable resolutions related to the Business Combination as specified in the Business Combination Agreement by the shareholders of Enerspar and terminate this Agreement if, and only if:

(i) the Shareholder or Enerspar has provided Mindfull with a copy of the document evidencing the Superior Proposal; and

(ii) five Business Days shall have elapsed from the date Mindfull received written notice of the Superior Proposal.

(b) During the five Business Day period referred to in Section 4.1(a) of this Agreement, the Shareholder agrees that Mindfull shall have the right, but not the obligation, to offer in writing to amend the terms of the Business Combination and/or Business Combination Agreement, which amendments must be received by the Shareholder prior to 5:00 p.m. (Toronto time) on the fifth Business Day of such period. The Shareholder will review any written proposal by Mindfull to amend the terms of the Business Combination and/or Business Combination Agreement, in good faith in order to determine whether the amended proposal would be at least equivalent to the Superior Proposal. If the Shareholder so determines, this Agreement shall continue to apply, with such amendments as applicable to reflect any changes to the Business Combination and/or Business Combination Agreement. If the Shareholder does not so determine, the Shareholder may accept, approve or enter into an agreement, understanding or arrangement in respect of such Superior Proposal and this Agreement may be terminated in accordance with Section 5.2.

(c) Each party also acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of the requirement under this Section 4.1 and will initiate an additional five Business Day notice period.

ARTICLE 5
TERMINATION

5.1 Termination by Mindfull

Mindfull, when not in material default in the performance of its obligations under this Agreement, may, in its sole discretion, terminate this Agreement by written notice to the Shareholder if:

(a) any of the representations and warranties of the Shareholder under this Agreement shall not be true and correct in any material respect; or

(b) the Shareholder shall not have complied with its covenants to Mindfull contained in this Agreement in all material respects;

provided, however, that such termination shall be without prejudice to any rights which Mindfull may have as a result of any default by the Shareholder prior to such termination.

5.2 Termination by the Shareholder

The Shareholder, when not in material default in the performance of its obligations under this Agreement, may, in its sole discretion, terminate this Agreement by written notice to Mindfull if:

(a) any of the representations and warranties of Mindfull under this Agreement shall not be true and correct in any material respect; or

(b) the Shareholder accepts, approves or enter into any agreement, transaction or understanding in respect of a Superior Proposal in accordance with Section 4.1;

provided, however, that such termination shall be without prejudice to any rights which the Shareholder may have as a result of any default by Mindfull prior to such termination.

5.3 Automatic Termination

Unless extended by mutual agreement of the Shareholder, on the one hand, and Mindfull, on the other hand, this Agreement shall automatically terminate if (i) the Business Combination Agreement is terminated in accordance with its terms; or (ii) at the Effective Time, as defined in the Business Combination Agreement.

5.4 Agreement to Terminate

This Agreement may be terminated by the mutual agreement of Mindfull and the Shareholder evidenced by a written instrument executed by each of Mindfull and the Shareholder.

5.5 Effect of Termination

If this Agreement is terminated in accordance with this Article 5, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 6
GENERAL

6.1 Further Assurances

The Shareholder and Mindfull shall, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.2 Survival of Representations and Warranties

No investigations made by or on behalf of Mindfull 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 the Shareholder.

No investigations made by or on behalf of the Shareholder or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by Mindfull.

6.3 Disclosure

The parties hereto agree that the entering into of this Agreement and the terms thereof are confidential and shall not be disclosed other than to the parties' respective advisors until such time as the Business Combination is made public or unless otherwise required by applicable laws.

The parties hereby consent to the disclosure of the substance of this Agreement in any press release required by applicable laws or in accordance with the requirements of any stock exchange or any circular or meeting materials relating to the Business Combination and any related matter and to the filing of this Agreement as may be required pursuant to applicable laws. The parties acknowledge that the terms of this Agreement will be publicly disclosed.

6.4 Assignment

Subject to prior written notice to the Shareholder, Mindfull may assign all or part of its rights under this Agreement to a direct or indirect wholly-owned subsidiary of Mindfull, but, if such assignment takes place, Mindfull shall continue to be liable jointly and severally with the assignee for any obligations under this Agreement. This Agreement shall not be otherwise assignable by any party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

6.5 Time

Time shall be of the essence of this Agreement.

6.6 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable (without regard to conflict of laws principles).

6.7 Entire Agreement

This Agreement, including Schedule A, constitutes the entire agreement and understanding between and among the parties with respect to the subject matter and supersedes any prior agreement, representation or understanding with respect to the subject matter.

6.8 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement by each of the parties.

6.9 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by electronic mail:

(a) if to Mindfull, addressed as follows:

Mindfull Capital Inc.
110 Clarence Street, Suite 202
Ottawa, Ontario K1N 5P6

Attention: Matthew Jimenez, Chief Executive Officer
Email : **[REDACTED]**

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

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street W.
Toronto, Ontario M5H 3C2

Attention: Alexander Pizale
Email: apizale@casselsbrock.com

(b) if to the Shareholder, addressed as follows:

Name: John Arnold

Address:_________________

____

Email:___________________

or to such other address as the relevant Person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

6.10 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party 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.

6.11 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 and any other costs and expenses whatsoever and howsoever incurred.

6.12 Severability

If any term, condition or provision in this Agreement is determined to be void or unenforceable in whole or in part, such term, condition or provision shall be severable from all other terms, conditions and provisions hereof and shall not affect or impair the validity of any other term, condition or provisions hereof.

6.13 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of telecopier or other electronic method of transmission.

7.13 Independent Legal Advice

The Shareholder acknowledges that it:

(a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions;

(b) has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and the Shareholder has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) is entering into this Agreement voluntarily.

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

"Witness"
Name of Witness: Witness

"John Arnold"
Name: John Arnold

MINDFULL CAPITAL INC.

By: *"Matthew Jimenez"*
Name: Matthew Jimenez
Title: CEO

SCHEDULE A

ENERSPAR SHARES AND ENERSPAR OPTIONS

The following table indicates the number of Enerspar Shares and Enerspar Options beneficially owned, directly or indirectly, by the Shareholder or over which such person exercises control or direction (please provide the details of any indirect ownership).

Number of Enerspar Securities	
Enerspar Shares	**Enerspar Options**
500,000	125,000