

CANADA JETLINES LTD.

AND

INOVENT CAPITAL INC.

AMALGAMATION AGREEMENT

DATED SEPTEMBER 12, 2014

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated September 12, 2014

BETWEEN:

CANADA JETLINES LTD., a corporation existing under the federal Laws of Canada ("**Jetlines**")

- and -

INOVENT CAPITAL INC., a corporation existing under the Laws of the Province of British Columbia ("**Inovent**")

RECITALS:

- A. Inovent is a CPC (as defined herein) trading on the TSXV.
- B. Jetlines is a private start-up airline.
- C. Inovent and Jetlines propose a business combination whereby Inovent and Jetlines will amalgamate under the CBCA (as defined herein) on the terms described in this Agreement and continue as one corporation.
- D. The Amalgamation (as defined herein) is intended to be the Qualifying Transaction (as defined herein) for Inovent.
- E. Prior to the Amalgamation, Inovent must effect the Continuance (as defined herein).
- F. The Jetlines Board has determined, after receiving financial and legal advice, that the transactions contemplated by this Agreement are fair and reasonable and that the Amalgamation is in the best interests of Jetlines, and the Jetlines Board has resolved to unanimously recommend that the Jetlines Shareholders vote in favour of the Amalgamation, all subject to the terms and the conditions contained in this Agreement.
- G. The Inovent Board has determined, after receiving financial and legal advice, that the transactions contemplated by this Agreement are fair and reasonable and that the Continuance and Amalgamation are in the best interests of Inovent, and the Inovent Board has resolved to unanimously recommend that the Inovent Shareholders vote in favour of the Continuance and Amalgamation, all subject to the terms and the conditions contained in this Agreement.
- H. Inovent has entered into the Jetlines Voting Agreements with the Jetlines Locked-Up Shareholders, pursuant to which, among other things, the Jetlines Lock-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Jetlines Shares held by them in favour of the Amalgamation.

- I. Jetlines has entered into the Inovent Voting Agreements with the Inovent Locked-Up Shareholders, pursuant to which, among other things, the Inovent Locked-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Inovent Shares held by them in favour of the Continuance and the Amalgamation.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

“Acquisition Proposal” means a proposal or offer, oral or written, relating to any merger, take over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, reorganization, issuer bid, liquidation or winding-up or similar transaction or sale of assets, or any transaction being economically or functionally equivalent to any of the foregoing, whether in a single transaction or a series of transactions, in respect of either Jetlines or Inovent, as applicable, involving 20% or more of the consolidated assets of Jetlines or Inovent, as applicable, or 20% or more of the outstanding voting shares of Jetlines or Inovent, as applicable, other than the transactions contemplated by this Agreement and any other transaction involving Jetlines and Inovent;

“affiliate” has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions*;

“Agreement” means this Amalgamation Agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“Amalco” means the continuing amalgamated corporation following the Effective Time created by the Amalgamation;

“Amalco Shares” means the Amalco Common Voting Shares and the Amalco Variable Voting Shares;

“Amalco Common Voting Shares” means the common voting shares in the capital of Amalco;

“Amalco Option Plan” means the stock option plan for Amalco following the Effective Date;

“Amalco Options” means options to acquire Amalco Shares pursuant to the Amalco Option Plan;

“Amalco Variable Voting Shares” means the variable voting shares in the capital of Amalco;

“Amalgamation” means the amalgamation of Inovent and Jetlines under the provisions of section 181 of the CBCA contemplated by this Agreement;

“Articles of Amalgamation” means the articles of amalgamation in respect of the Amalgamation required under section 185 of the CBCA to be filed with the Director, to be substantially in the form attached as Schedule “F” hereto;

“Authorization” means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, whether or not having the force of Law, and includes any Environmental Permit;

“BCBCA” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“business day” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;

“Canadian” has the meaning ascribed thereto in section 55(1) of the *Canada Transportation Act*;

“CBCA” means the *Canada Business Corporations Act* and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Certificate of Amalgamation” means the certificate to be issued by the Director under section 185 of the CBCA to give effect to the Amalgamation;

“Claim” means any demand, action, cause of action, investigation, inquiry, suit, proceeding, claim, complaint, arbitration, charge, prosecution, assessment or reassessment, including any appeal or application for review, judgment, arbitration, award, grievance, settlement or compromise;

“Continuance” means the the continuance of Inovent from the jurisdiction of British Columbia to the jurisdiction of Canada pursuant to Section 308 of the BCBCA and section 187 of the CBCA, such continuance to occur prior to the Amalgamation;

“Continuance Resolution” means the special resolution of the Inovent Shareholders approving the Continuance which is to be considered at the Inovent Meeting, substantially in the form and content of Schedule “A” hereto;

“Contract” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party is a party or by which it is bound or affected or to which any of their respective properties or assets is subject;

“CPC” means a capital pool company in accordance with the policies of the TSXV;

“Depositary” means any trust company, bank or other financial institution agreed to in writing by Jetlines and Inovent for the purpose of, among other things, exchanging certificates representing Jetlines Shares and Inovent Shares for Amalco Shares in connection with the Amalgamation;

“Director” means the director appointed under section 260 of the CBCA;

“Effective Date” means the date the Amalgamation is effective on the Certificate of Amalgamation;

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as the parties may agree;

“Environmental Laws” means all Laws, imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances;

“Environmental Liabilities” means, with respect to any Person, all liabilities, obligations, responsibilities, responses, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs (including control, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs), expenses, fines, penalties and sanctions incurred as a result of or related to any claim, suit, action, administrative or court order, investigation, proceeding or demand by any Person, arising under or related to any Environmental Laws, Environmental Permits, or in connection with any: (a) Release or threatened Release or presence of a Hazardous Substance; (b) tank, drum, pipe or other container that contains or contained a Hazardous Substance; or (c) use, generation, disposal, treatment, processing, recycling, handling, transport, transfer, import, export or sale of Hazardous Substance.

“Environmental Permits” means all Permits or program participation requirements with or from any Governmental Entity under any Environmental Laws;

“Financing” means the financing of securities of Amalco for gross proceeds of not less than \$10,000,000 to be completed in connection with the Amalgamation;

“Governmental Entity” means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSXV; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“Hazardous Substance” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law;

“IFRS” means International Financial Reporting Standards;

“including” means including without limitation, and **“include”** and **“includes”** have a corresponding meaning;

“Inovent Amalgamation Resolution” means the special resolution of the Inovent Shareholders approving the Amalgamation which is to be considered at the Inovent Meeting, substantially in the form and content of Schedule “B” hereto;

“Inovent Benefit Plans” means any pension or retirement income plans or other employee compensation, other than equity- or security-based compensation arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Inovent or for which Inovent could have any liability;

“Inovent Board” means the board of directors of Inovent as the same is constituted from time to time;

“Inovent Circular” means the notice of the Inovent Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Inovent Shareholders in connection with the Inovent Meeting, as amended, supplemented or otherwise modified from time to time;

“Inovent Dissent Rights” means the rights of dissent exercisable by the Inovent Shareholders in respect of the Continuance and the Amalgamation pursuant to the BCBCA and CBCA, as applicable;

“Inovent Dissenting Shareholder” means a registered Inovent Shareholder who duly exercises its Inovent Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Inovent Dissent Rights;

“Inovent Locked-up Shareholders” means David Brett, Biltmore Properties Ltd., Oro Grande Capital Inc., Robert Baylis and AMS Law Corporation;

“Inovent Material Adverse Effect” means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Inovent, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Inovent Shares following and reasonably attributable to the public announcement of the execution of this Agreement and the transactions contemplated hereby; (b) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (c) any change in IFRS occurring after the date hereof; (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (e) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (f) any natural disaster; provided, however, that with respect to clauses (b) to (f), such changes do not relate primarily to Inovent, or do not have a disproportionate effect on Inovent, compared to other companies of similar size and business, and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether an “Inovent Material Adverse Effect” has occurred;

“Inovent Meeting” means the special meeting of Inovent Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining the Inovent Shareholder Approval;

“Inovent Optionholders” means the holders of options to acquire Inovent Shares pursuant to the Inovent Option Plan;

“Inovent Option Plan” means the stock option plan of Inovent currently in effect as such plan may be amended and approved at the Inovent Meeting;

“Inovent Proposed Agreement” has the meaning ascribed to that term in Section 7.2(e);

“Inovent Public Documents” means all documents and information filed by Inovent under applicable Securities Laws on the System for Electronic Document Analysis Retrieval (SEDAR), during the two years prior to the date hereof;

“Inovent Shareholder Approval” means that the requisite approval for the Continuance Resolution and the Inovent Amalgamation Resolution, which shall be 66 $\frac{2}{3}$ % of the votes cast on such resolutions by Inovent Shareholders, present in person or by proxy at the Inovent Meeting;

“Inovent Shareholders” means the holders of Inovent Shares;

“Inovent Shares” means the issued and outstanding common shares in the capital of Inovent;

“Inovent Voting Agreements” means the voting agreements (including all amendments thereto) between Jetlines and the Inovent Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Inovent Shares in favour of the Continuance and the Amalgamation, substantially in the form attached to Schedule “D” hereto.

“Inovent Warrants” means the outstanding broker warrants to purchase Inovent Shares;

“Jetlines Amalgamation Resolution” means the special resolution of the Jetlines Shareholders approving the Amalgamation which is to be considered at the Jetlines Meeting, substantially in the form and content of Schedule “C” hereto;

“Jetlines Benefit Plans” means any pension or retirement income plans or other employee compensation, other than equity- or security-based compensation arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Jetlines or for which Jetlines could have any liability;

“Jetlines Board” means the board of directors of Jetlines as the same is constituted from time to time;

“Jetlines Change in Recommendation” has the meaning ascribed thereto in Section 8.2(a)(iii)(A);

“Jetlines Circular” means the notice of the Jetlines Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Jetlines Shareholders in connection with the Jetlines Meeting, as amended, supplemented or otherwise modified from time to time;

“Jetlines Common Voting Shares” means the common voting shares in the capital of Jetlines;

“Jetlines Dissent Rights” means the rights of dissent exercisable by the Jetlines Shareholders in respect of the Amalgamation pursuant to the CBCA;

“Jetlines Dissenting Shareholder” means a registered Jetlines Shareholder who duly exercises its Jetlines Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Jetlines Dissent Rights;

“Jetlines Locked-up Shareholders” means Jim Scott, Dixon Lawson and D.W. Lawson Consulting Inc.;

“Jetlines Material Adverse Effect” means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Jetlines, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Jetlines Shares following and reasonably attributable to the public announcement of the execution of this Agreement and the transactions contemplated hereby, (b) any changes affecting the global airline industry generally; (c) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (d) any change in IFRS occurring after the date hereof; (e) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (f) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (g) any natural disaster, provided, however, that with respect to clauses (b) to (g), such changes do not relate primarily to Jetlines, or do not have a disproportionate effect on Jetlines, compared to other companies of similar size operating in the airline industry and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Jetlines Material Adverse Effect” has occurred;

“Jetlines Meeting” means the special meeting of Jetlines Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining the Jetlines Shareholder Approval;

“Jetlines Options” means the outstanding options to purchase Jetlines Shares;

“Jetlines Optionholders” means the holders of Jetlines Options;

“Jetlines Proposed Agreement” has the meaning ascribed to that term in Section 7.1(e);

“Jetlines Shareholder Approval” means that the requisite approval for the Jetlines Amalgamation Resolution, which shall be 66 $\frac{2}{3}$ % of the votes cast on

such resolution by Jetlines Shareholders, present in person or by proxy at the Jetlines Meeting;

“Jetlines Shareholders” means the holders of Jetlines Shares;

“Jetlines Shares” means the Jetlines Common Voting Shares and the Jetlines Variable Voting Shares;

“Jetlines Warrants” means the outstanding warrants to purchase Jetlines Shares;

“Jetlines Warrantholders” means the holders of Jetlines Warrants;

“Jetlines Variable Voting Shares” means the variable voting shares in the capital of Jetlines;

“Jetlines Voting Agreements” means the voting agreements (including all amendments thereto) between Inovent and the Jetlines Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Jetlines Shares in favour of the Amalgamation, substantially in the form attached to Schedule “E” hereto.

“Law” or **“Laws”** means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any Permit of or from any Governmental Entity or self-regulatory authority (including the TSXV), and the term **“applicable”** with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or its business, undertaking, property or securities;

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“Losses” means any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, interest charges, punitive damages, fines, penalties and reasonable professional fees and disbursements, including in connection with any Claim;

“Mailing Deadline” means October 31, 2014, or such other date as may be agreed to by the Parties;

“material fact” and **“material change”** have the meanings ascribed thereto in the Securities Act;

“Meeting Deadline” means November 28, 2014, or such other date as may be agreed to by the Parties;

“misrepresentation” has the meaning ascribed thereto in the Securities Act;

“ordinary course of business”, “ordinary course of business consistent with past practice”, or any similar reference, means, with respect to an action taken by a Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person; provided that in any event such action is not unreasonable or unusual;

“Outside Date” means December 15, 2014, or such later date as may be agreed to in writing by the Parties;

“Parties” means Jetlines and Inovent and **“Party”** means any of them;

“Permit” means any license, permit, certificate, consent, order, grant, approval, agreement, classification, restriction, registration or other Authorization of, from or required by any Governmental Entity;

“Person” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Qualifying Transaction” has the meaning ascribed to that term in TSXV policy 2.4- *Capital Pool Companies*;

“Regulatory Approvals” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities;

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property;

“Securities Act” means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Securities Laws” means the Securities Act, together with all other applicable state, federal and provincial securities Laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

“**Subsidiary**” has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions*;

“**Superior Proposal**” means an unsolicited *bona fide* Acquisition Proposal made by a third party to a Party or its shareholders in writing after the date hereof: (i) to purchase or otherwise acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, all of the Jetlines Shares or all of the Inovent Shares, as the case may be, and offering or making available the same consideration in form and amount to all shareholders of the Party to be purchased or otherwise acquired; (ii) that 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; (iii) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the board of directors of such Party, acting in good faith (after receipt of advice from its financial advisors and outside legal counsel); (iv) which is not subject to a due diligence and/or access condition; (v) that did not result from a breach of Section 7.1 or Section 7.2 as the case may be, by the receiving Party or its representatives; (vi) is made available to all Jetlines Shareholders or Inovent Shareholders, as the case may be, on the same terms and conditions; (vii) in respect of which the board of directors of such Party determines in good faith (after receipt of advice from its outside legal counsel with respect to (x) below and financial advisors with respect to (y) below) that (x) failure to recommend such Acquisition Proposal to its shareholders would be inconsistent with its fiduciary duties and (y) which would, taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to its shareholders from a financial point of view than the Amalgamation (including any adjustment to the terms and conditions of the Amalgamation proposed by the other Party pursuant to Subsection 7.1(f) or Subsection 7.2(f), as the case may be);

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**Taxes**” means all taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health,

payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Québec and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

“Tax Returns” means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, required by a Governmental Entity to be made or filed in accordance with applicable Laws in respect of Taxes;

“TSXV” means the TSX Venture Exchange;

“TSXV Approval” means the conditional approval of the TSXV in respect of the Amalgamation as Inovent’s Qualifying Transaction and the approval of the listing of the Amalco Shares issuable to Inovent Shareholders and Jetlines Shareholders pursuant to the Amalgamation and upon exercise of Inovent Options, Inovent Warrants, Jetlines Options or Jetlines Warrants following completion of the Amalgamation;

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“U.S. Exchange Act” means the United States *Securities Exchange Act of 1934*, as amended and the rules and regulations promulgated thereunder;

“U.S. Person” has the meaning ascribed to it in Rule 902 of Regulation S of the U.S. Securities Act; and

“U.S. Securities Act” means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.

1.6 Knowledge

- (a) In this Agreement, references to “the knowledge of Jetlines” means the actual knowledge of Jim Scott, Chief Executive Officer, Dixon Lawson, Chief Administrative Officer, David Solloway, President and Rick Low, Chief Financial Officer, in each case, after making due enquiries regarding the relevant matter.
- (b) In this Agreement, references to “the knowledge of Inovent” means the actual knowledge of David Brett, Chief Executive Officer, and George Pietrobon, Chief Financial Officer, in each case, after making due enquiries regarding the relevant matter.

1.7 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A	- Continuance Resolution
Schedule B	- Inovent Amalgamation Resolution
Schedule C	- Jetlines Amalgamation Resolution
Schedule D	- Inovent Voting Agreement
Schedule E	- Jetlines Voting Agreement
Schedule F	- Articles of Amalgamation

ARTICLE 2 THE AMALGAMATION

2.1 Effect of Amalgamation

On the Effective Date:

- (a) Inovent and Jetlines shall be amalgamated to form Amalco under the provisions of the CBCA and shall continue as one corporation;
- (b) the property of each of Inovent and Jetlines shall continue to be the property of Amalco;

- (c) Amalco shall be liable for the obligations of each of Inovent and Jetlines;
- (d) any existing cause of action, claim or liability to prosecution with respect to either Inovent or Jetlines shall be unaffected;
- (e) any civil, criminal or administrative action or proceeding pending or against any of Inovent or Jetlines may be continued to be prosecuted by or against Amalco;
- (f) any conviction against, or ruling, order or judgment in favour of or against any of Inovent or Jetlines may be enforced by or against Amalco;
- (g) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco;
- (h) the Articles of Amalgamation attached hereto as Schedule F shall be the articles of Amalco;
- (i) the by-laws of Amalco shall be the by-laws of Jetlines until repealed, amended or altered;

2.2 Certain Provisions Applicable to Amalco

- (a) the name of Amalco shall be “Canada Jetlines Ltd.”;
- (b) the registered office of Amalco shall be 1000 – 840 Howe Street, Vancouver, British Columbia, V6Z 2M1;
- (c) Amalco shall have a year-end of December 31;
- (d) the authorized share capital shall consist of an unlimited number of Amalco Common Voting Shares and an unlimited number of Amalco Variable Voting Shares;
- (e) there shall be no restriction upon the right of transfer of any shares of Amalco;
- (f) there shall be no restriction on the business which Amalco may carry on;
- (g) the minimum number of directors of Amalco shall be one (1) and the maximum number of directors of Amalco shall be nine (9);
- (h) the number of first directors of Amalco shall be six (6). The first directors of Amalco shall be:

Name

Address

Jim Scott

[address omitted] British Columbia

Dixon Lawson

[address omitted] British Columbia

David Solloway

[address omitted] British Columbia

Sid Fattedad	<i>[address omitted]</i> British Columbia
Claude Morin	<i>[address omitted]</i> British Columbia
David Brett	<i>[address omitted]</i> British Columbia

The first directors shall hold office until the first annual general meeting of the shareholders of Amalco following the Amalgamation, or until their successors are duly appointed or elected. Subsequent directors shall be elected each year thereafter as provided for in the CBCA and the by-laws of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors of Amalco as it is constituted from time to time.

- (i) the first officers of Amalco shall be:

<u>Name</u>	<u>Office Held</u>
Jim Scott	Chief Executive Officer
Rick Low	Chief Financial Officer
Dixon Lawson	Chief Administrative Officer
David Solloway	President and Chief Commercial Officer
Rick Lang	Chief Operating Officer
David Powell-Williams	Vice-President, Operations

- (j) the first auditor of Amalco shall be Davidson & Company LLP of Vancouver, British Columbia. The first auditor of Amalco shall hold office until the first annual meeting of the Amalco shareholders following the Amalgamation or until its successor is elected or appointed; and
- (k) the Inovent Option Plan shall become the Amalco Option Plan;

2.3 Conversion of Share Capitals

- (a) On the Effective Date, the issued and outstanding Inovent Shares and Jetlines Shares shall be converted into issued and outstanding Amalco Shares as follows:
- (i) each three (3) issued and outstanding Inovent Shares (other than Inovent Shares held by Inovent Dissenting Shareholders) shall be converted into one (1) issued, fully paid and non-assessable Amalco Shares; and
 - (ii) each one (1) issued and outstanding Jetlines Share (other than Jetlines Shares held by Jetlines Dissenting Shareholders) shall be converted into 1.15 issued, fully paid and non-assessable Amalco Shares;

provided that holders of Inovent Shares or Jetlines Shares, as applicable, that are not Canadian, shall receive Amalco Variable Voting Shares and holders of Inovent Shares or Jetlines Shares that are Canadian shall receive Amalco Common Voting Shares;

- (b) no fractional Amalco Shares shall be issued to holders of Jetlines Shares or Inovent Shares; in lieu of any fractional entitlement, the number of Amalco Shares issued to each former holder of Jetlines Shares or Inovent Shares shall be rounded up to the next higher whole number of Amalco Shares if the fractional entitlement is greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Amalco Shares if the fractional entitlement is equal to or less than 0.5;
- (c) Each Jetlines Shareholder may exercise Jetlines Dissent Rights in respect of the Amalgamation. Jetlines Dissenting Shareholders who exercise their rights of dissent pursuant to and in the manner set forth in section 190 of the CBCA in connection with the Amalgamation shall, at the Effective Time, cease to have any rights as a Jetlines Shareholder and shall only be entitled to be paid the fair value of the holder's Jetlines Shares by Jetlines. A Jetlines Dissenting Shareholder who is entitled to be paid the fair value of the holder's Jetlines Shares shall be deemed to have transferred its Jetlines Shares to Jetlines and such Jetlines Shares shall be cancelled and cease to be outstanding as of the Effective Time, without any further act or formality free and clear of all Liens. A Jetlines Dissenting Shareholder who for any reason is not entitled to be paid the fair value of the holder's Jetlines Shares shall be treated as if the holder had participated in the Amalgamation on the same basis as non-dissenting Jetlines Shareholders.
- (d) Each Inovent Shareholder may exercise Inovent Dissent Rights in respect of the Continuance and Amalgamation. Inovent Dissenting Shareholders who exercise their rights of dissent pursuant to and in the manner set forth in sections 237 to 247 of the BCBCA or 190 of the CBCA, as applicable, in connection with the Continuance or Amalgamation, as applicable, shall, at the Effective Time, cease to have any rights as an Inovent Shareholder and shall only be entitled to be paid the fair value of the holder's Inovent Shares by Inovent. An Inovent Dissenting Shareholder who is entitled to be paid the fair value of the holder's Inovent Shares shall be deemed to have transferred its Inovent Shares to Inovent and such Inovent Shares shall be cancelled and cease to be outstanding as of the Effective Time, without any further act or formality free and clear of all Liens. An Inovent Dissenting Shareholder who for any reason is not entitled to be paid the fair value of the holder's Inovent Shares shall be treated as if the holder had participated in the Amalgamation on the same basis as non-dissenting Inovent Shareholders.
- (e) Amalco shall add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid-up capital for the purposes of the Tax Act of the Inovent Shares immediately before the Effective Time plus the aggregate paid-up capital for the purposes of the Tax Act of the Jetlines Shares immediately before the Effective Time.

2.4 Share Certificates

On the Effective Date:

- (a) the registers of transfers of Inovent Shares and Jetlines Shares shall be closed;
- (b) other than the Inovent Dissenting Shareholders, the Inovent Shareholders shall cease to be holders of Inovent Shares and shall be deemed to be the registered holders of Amalco Shares to which they are entitled, calculated in accordance with the provisions hereof;
- (c) certificates representing Amalco Shares issuable to each Inovent Shareholder pursuant to the Amalgamation will, as soon as practicable, but no later than five (5) Business Days following the later of the Effective Date and the date of deposit with the Depositary of a duly completed letter of transmittal and the certificates representing those Inovent Shares, be:
 - (i) forwarded by the Depositary to that holder, at the address specified in the letter of transmittal, by first class mail (postage prepaid); or
 - (ii) made available at the Depositary for pick-up by the holder, if requested by the holder in the letter of transmittal;
- (d) other than the Jetlines Dissenting Shareholders, the Jetlines Shareholders shall cease to be holders of Jetlines Shares and shall be deemed to be the registered holders of Amalco Shares to which they are entitled calculated in accordance with the provisions hereof;
- (e) certificates representing Amalco Shares issuable to each Jetlines Shareholder pursuant to the Amalgamation will, as soon as practicable, but no later than five (5) Business Days following the later of the Effective Date and the date of deposit with the Depositary of a duly completed letter of transmittal and the certificates, if applicable, representing those Jetlines Shares, be:
 - (i) forwarded by the Depositary to that holder, at the address specified in the letter of transmittal, by first class mail (postage prepaid); or
 - (ii) made available at the Depositary for pick-up by the holder, if requested by the holder in the letter of transmittal; and
- (f) any certificate formerly representing Inovent Shares or Jetlines Shares, as the case may be, which is not deposited with the Depositary on or prior to the third (3rd) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever.

2.5 Jetlines Options

The Parties agree, subject to all required regulatory approvals, including, but not limited to the approval of the TSXV, that pursuant to the terms of the agreements governing the Jetlines Options, holders of Jetlines Options shall, following consummation of the Amalgamation, be entitled to acquire, subject to the terms and conditions of the Jetlines Options, 1.15 Amalco Share in lieu of each one (1) Jetlines Share that would otherwise be issued pursuant to the terms of the Jetlines Options (or if required, amend any Jetlines Options to give effect to this section).

2.6 Jetlines Meeting

Subject to the terms of this Agreement:

- (a) Jetlines agrees to convene and conduct the Jetlines Meeting in accordance with Jetlines's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline. Jetlines agrees that it shall, in consultation with Inovent, fix and publish a record date for the purposes of determining the Jetlines Shareholders entitled to receive notice of and vote at the Jetlines Meeting.
- (b) Subject to Section 7.1, except as required for quorum purposes or otherwise permitted under this Agreement, Jetlines shall not adjourn (except as required by Law or by valid Jetlines Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Jetlines Shareholder action), postponement or cancellation of) the Jetlines Meeting without Inovent's prior written consent.
- (c) Jetlines will promptly advise Inovent of any written notice of dissent or purported exercise by any Jetlines Shareholder of Jetlines Dissent Rights received by Jetlines in relation to the Amalgamation and any withdrawal of Jetlines Dissent Rights received by Jetlines and any written communications sent by or on behalf of Jetlines to any Jetlines Shareholder exercising or purporting to exercise Jetlines Dissent Rights in relation to the Amalgamation.

2.7 Jetlines Circular

- (a) As promptly as reasonably practicable following execution of this Agreement with a targeted date on or before October 18th, 2014, and in any event prior to the close of business on the Mailing Deadline, Jetlines shall (i) prepare the Jetlines Circular together with any other documents required by applicable Laws, (ii) file the Jetlines Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Jetlines Circular as required under applicable Laws. On the date of mailing thereof, the Jetlines Circular shall comply in all material respects with all applicable Laws and shall contain sufficient detail to permit the Jetlines Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Jetlines Meeting.

- (b) In the event that Jetlines provides a notice to Inovent regarding a possible Acquisition Proposal pursuant to Section 7.1(c) prior to the mailing of the Jetlines Circular, then unless the Parties agree otherwise, the Mailing Deadline will be extended until the date that is seven days following the earlier of either (i) written notification from Jetlines to Inovent that the Jetlines Board has determined that the Acquisition Proposal is not a Superior Proposal, or (ii) the date on which Jetlines and Inovent enter into an amended agreement pursuant to Subsection 7.1(f) which results in the Acquisition Proposal in question not being a Superior Proposal. In the event that the Mailing Deadline is so extended, the Meeting Deadline and the Outside Date shall be extended by the same number of days as the Mailing Deadline has been extended.
- (c) Jetlines shall ensure that the Jetlines Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Jetlines Circular will not contain any misrepresentation (except that Jetlines shall not be responsible for any information relating to Inovent and its affiliates, including the Inovent Shares).
- (d) Subject to Section 7.1, Jetlines shall (i) solicit proxies in favour of the Jetlines Amalgamation Resolution, against any resolution submitted by any other Jetlines Shareholder, and take all other actions that are reasonably necessary or desirable to seek the approval of the Amalgamation by Jetlines Shareholders, (ii) unanimously recommend to holders of Jetlines Shares that they vote in favour of the Jetlines Amalgamation Resolution, (iii) not make a Jetlines Change in Recommendation and (iv) include in the Jetlines Circular a statement that each director and executive officer of Jetlines intends to vote all of such Person's Jetlines Shares (including any Jetlines Shares issued upon the exercise of any Jetlines Options and Jetlines Warrants) in favour of the Jetlines Amalgamation Resolution, subject to the other terms of this Agreement and the Jetlines Voting Agreements.
- (e) Inovent shall provide to Jetlines all information regarding Inovent, its affiliates and the Inovent Shares, including any pro forma financial statements prepared in accordance with IFRS and applicable Laws for inclusion in the Jetlines Circular or in any amendments or supplements to such Jetlines Circular. Inovent shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Jetlines Circular and to the identification in the Jetlines Circular of each such advisor. Inovent shall ensure that such information shall be complete and correct in all material respects, shall comply in all material respects with all applicable Laws and, without limiting the generality of the foregoing, shall not include any misrepresentations.
- (f) Inovent and its legal counsel shall be given a reasonable opportunity to review and comment on the Jetlines Circular prior to the Jetlines Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by Inovent and its legal counsel, provided that all

information relating solely to Inovent, its affiliates and the Inovent Shares included in the Jetlines Circular shall be in form and content satisfactory to Inovent, acting reasonably. Jetlines shall provide Inovent with final copies of the Jetlines Circular prior to the mailing to the Jetlines Shareholders.

- (g) Jetlines and Inovent shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Jetlines Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Jetlines Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Jetlines Circular as required or appropriate, and Jetlines shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Jetlines Circular to Jetlines Shares and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required.

2.8 Inovent Meeting

Subject to the terms of this Agreement:

- (a) Inovent agrees to convene and conduct the Inovent Meeting in accordance with Inovent's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline. Inovent agrees that it shall, in consultation with Jetlines, fix and publish a record date for determining the Inovent Shareholders entitled to receive notice of and vote at the Inovent Meeting. Jetlines and Inovent agree to use their commercially reasonable efforts to schedule the Jetlines Meeting and Inovent Meeting on the same day.
- (b) Subject to Section 7.2, except as required for quorum purposes or otherwise permitted under this Agreement, Inovent shall not adjourn (except as required by Law or by valid Inovent Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Inovent Shareholder action), postponement or cancellation of) the Inovent Meeting without Jetlines's prior written consent.
- (c) Inovent will advise Jetlines as Jetlines may reasonably request, and at least on a daily basis on each of the last ten (10) business days prior to the date of the Inovent Meeting, as to the aggregate tally of the proxies received by Inovent in respect of the Inovent Amalgamation Resolution.
- (d) Inovent will promptly advise Jetlines of any written notice of dissent or purported exercise by any Inovent Shareholder of Inovent Dissent Rights received by Inovent in relation to the Continuance or the Amalgamation and any withdrawal of Inovent Dissent Rights received by Inovent and any written communications sent by or on behalf of Inovent to any Inovent Shareholder exercising or purporting to exercise Inovent Dissent Rights in relation to the Continuance or the Amalgamation.

2.9 Inovent Circular

- (a) As promptly as reasonably practicable following execution of this Agreement with a targeted date on or before October 18th, 2014, and in any event prior to the close of business on the Mailing Deadline, Inovent shall (i) prepare the Inovent Circular together with any other documents required by applicable Laws, (ii) file the Inovent Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Inovent Circular as required in accordance with all applicable Laws. On the date of mailing thereof, the Inovent Circular shall comply in all material respects with all applicable Laws and shall contain sufficient detail to permit the Inovent Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Inovent Meeting.
- (b) In the event that Inovent provides a notice to Jetlines regarding a possible Acquisition Proposal pursuant to Section 7.2(c) prior to the mailing of the Inovent Circular, then unless the Parties agree otherwise, the Mailing Deadline will be extended until the date that is seven days following the earlier of either (i) written notification from Inovent to Jetlines that the Board has determined that the Acquisition Proposal is not a Superior Proposal, or (ii) the date on which Jetlines and Inovent enter into an amended agreement pursuant to Subsection 7.2(f) which results in the Acquisition Proposal in question not being a Superior Proposal. In the event that the Mailing Deadline is so extended, the Meeting Deadline and the Outside Date shall be extended by the same number of days as the Mailing Deadline has been extended.
- (c) Inovent shall ensure that the Inovent Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Inovent Circular will not contain any misrepresentation (except that Inovent shall not be responsible for any information relating to Jetlines and its affiliates, including the Jetlines Shares).
- (d) Subject to Section 7.2, Inovent shall (i) solicit proxies in favour of the Inovent Amalgamation resolution, and against any resolution submitted by any other Inovent Shareholder, and take all other actions that are reasonably necessary or desirable to seek the Inovent Shareholder Approval; (ii) recommend to Inovent Shareholders that they vote in favour of the Inovent Amalgamation Resolution; (iii) not make an Inovent Change in Recommendation; and (iv) include in the Inovent Circular a statement that each director and executive officer of Inovent intends to vote all of such Person's Inovent Shares (including any Inovent Shares issued on exercise of any Inovent Options or Inovent Warrants) in favour of the Inovent Amalgamation Resolution, subject to the terms of this Agreement and the Inovent Voting Agreements.
- (e) Jetlines shall provide to Inovent all information regarding Jetlines, its affiliates and the Jetlines Shares as required by applicable Laws for inclusion in the Inovent Circular or in any amendments or supplements to such Inovent Circular. Jetlines shall also use commercially reasonable efforts to obtain any necessary consents

from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Inovent Circular and to the identification in the Inovent Circular of each such advisor. Jetlines shall ensure that no such information will include any misrepresentation concerning Jetlines and the Jetlines Shares.

- (f) Jetlines and its legal counsel shall be given a reasonable opportunity to review and comment on the Inovent Circular prior to the Inovent Circular being printed and filed with the Governmental Entities, and reasonable consideration shall be given to any comments made by Jetlines and its counsel, provided that all information relating solely to Jetlines, its affiliates and the Jetlines Shares included in the Inovent Circular shall be in form and content satisfactory to Jetlines, acting reasonably. Inovent shall provide Jetlines with final copies of the Inovent Circular prior to the mailing to the Inovent Shareholders.
- (g) Jetlines and Inovent shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Inovent Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Inovent Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Inovent Circular as required or appropriate, and Inovent shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Inovent Circular to Inovent Shareholders and, if required by the Court or applicable Laws, file the same with the Governmental Entities and as otherwise required.

2.10 Continuance

Upon receipt of Inovent Shareholder Approval of the Continuance, Inovent shall promptly effect the Continuance, make all necessary filings required pursuant to the CBCA, the BCBCA and Securities Laws and provide Jetlines with a copy of the certificate of continuance upon issuance by the Director.

2.11 Preparation of Filings

Inovent and Jetlines shall co-operate and use their commercially reasonable efforts to take, or cause to be taken, all reasonable actions, including the preparation of any applications for Regulatory Approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Amalgamation and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement, the Amalgamation, and to complete any of transactions contemplated by this Agreement, including their obligations under applicable Laws.

2.12 Announcement and Shareholder Communications

Inovent and Jetlines shall each publicly announce the transactions contemplated hereby promptly following the execution of this Agreement by Inovent and Jetlines, the text and timing of each Party's announcement to be approved by the other Party in advance, acting

reasonably. Inovent and Jetlines agree to co-operate in the preparation of presentations, if any, to Jetlines Shareholders or Inovent Shareholders regarding the transactions contemplated by this Agreement, and no Party shall (i) issue any news release or otherwise make public announcements with respect to this Agreement or the Amalgamation without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) or (ii) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.13 Restrictions on Securities and Escrowed Securities

The Parties acknowledge and agree that:

- (a) the securities of Amalco to be issued pursuant to the Amalgamation will be subject to compliance with Securities Laws and the policies of the TSXV; and
- (b) certain of the securities of Amalco to be issued pursuant to the Amalgamation will be deposited into escrow in accordance with the policies of the TSXV. The Parties further acknowledge that any securities of Amalco deposited into escrow shall be held in escrow pursuant to an escrow agreement and released as determined in accordance with the policies of the TSXV.

2.14 Withholding Taxes

Inovent, Jetlines and the Depositary shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person, including dissenting shareholders, pursuant to the Amalgamation and from all dividends, other distributions or other amount otherwise payable to any former Jetlines Shareholders or Inovent Shareholders, such Taxes or other amounts as Inovent, Jetlines or the Depositary is required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF JETLINES

3.1 Representations and Warranties

Jetlines hereby represents and warrants to Inovent as follows, and acknowledges that Inovent is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) Organization and Qualification. Jetlines is duly incorporated and validly existing under the CBCA and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. Jetlines is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary. True and complete copies of the constating documents of Jetlines have been delivered or made available to Inovent, and Jetlines has not taken any action to amend or supersede such documents.
- (b) Authority Relative to this Agreement. Jetlines has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Jetlines and the consummation by Jetlines of the transactions contemplated by this Agreement have been duly authorized by the Jetlines Board and no other corporate proceedings on the part of Jetlines are necessary to authorize this Agreement other than Jetlines Shareholder Approval. This Agreement has been duly executed and delivered by Jetlines and constitutes a valid and binding obligation of Jetlines, enforceable by Inovent against Jetlines in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) No Conflict; Required Filings and Consent. The execution and delivery by Jetlines of this Agreement and the performance by it of its obligations hereunder and the completion of the Amalgamation will not violate, conflict with or result in a breach of any provision of the constating documents of Jetlines, and, except as would not, individually or in the aggregate, have or reasonably be expected to have a Jetlines Material Adverse Effect, will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which Jetlines is a party or by which Jetlines is bound; or (ii) any Law to which Jetlines is subject or by which Jetlines is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond,

instrument, licence or permit, or result in the imposition of any encumbrance, charge or Lien upon any of Jetlines's assets. Other than the filing of the Articles of Amalgamation, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Jetlines for the consummation by Jetlines of its obligations in connection with the Amalgamation under this Agreement or for the completion of the Amalgamation not to cause or result in any loss of any rights or assets or any interest therein held by Jetlines in any material assets, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the Amalgamation.

- (d) Subsidiaries. Jetlines does not have Subsidiaries or any material interests in any Person.
- (e) Compliance with Laws.
 - (i) The operations of Jetlines have been and are now conducted in material compliance with all Laws of each jurisdiction, the Laws of which have been and are now applicable to the operations of Jetlines and has not received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have a Jetlines Material Adverse Effect.
 - (ii) Jetlines is not in conflict with, or in default (including cross defaults) under or in violation of: (a) its articles or by-laws or equivalent organizational documents; or (b) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have a Jetlines Material Adverse Effect.
- (f) Jetlines Authorizations. Jetlines has obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of Jetlines or otherwise in connection with the material business or operations of Jetlines and such Authorizations are in full force and effect. Jetlines has fully complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have a Jetlines Material Adverse Effect. There is no action, investigation or proceeding pending or, to the knowledge of Jetlines, threatened regarding any of the Authorizations. Jetlines has not received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have a Jetlines Material Adverse Effect and, to the knowledge of Jetlines, all such Authorizations continue to be effective in order for Jetlines to continue to conduct their respective businesses as they are currently being

conducted. No Person other than Jetlines owns or has any proprietary, financial or other interest (direct or indirect) in any of the Authorizations.

(g) Capitalization and Listing.

- (i) The authorized share capital of Jetlines consists of an unlimited number of Jetlines Common Voting Shares and an unlimited number of Jetlines Variable Voting Shares. As at the date of this Agreement there are: (A) 6,118,987 Jetlines Common Voting Shares and 66,000 Jetlines Variable Voting Shares validly issued and outstanding as fully-paid and non-assessable shares of Jetlines; (B) outstanding Jetlines Options providing for the issuance of 450,000 Jetlines Shares upon the exercise thereof; (c) outstanding Jetlines Warrants providing for the issuance of 1,474,491 Jetlines Shares upon exercise thereof. Except for the securities referred to in this Section 3.1(g)(i), there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Jetlines to issue or sell any shares of Jetlines or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Jetlines and no Person is entitled to any pre-emptive or other similar right granted by Jetlines.
- (ii) All Jetlines Shares that may be issued pursuant to the exercise of outstanding Jetlines Options and Jetlines Warrants will, when issued in accordance with its Jetlines Options and Jetlines Warrants, as the case may be, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights.
- (iii) There are no outstanding contractual obligations of Jetlines to repurchase, redeem or otherwise acquire any Jetlines Shares.
- (iv) No order ceasing or suspending trading in securities of Jetlines or prohibiting the sale of such securities has been issued and is outstanding against Jetlines or its directors, officers or promoters.

(h) Shareholder and Similar Agreements. Jetlines is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Jetlines.

(i) U.S. Securities Law Matters.

- (i) Jetlines is a “foreign private issuer” as defined in Rule 3b-4 under the Exchange Act.
- (ii) There is no class of securities of Jetlines which is registered pursuant to Section 12 of the U.S. Exchange Act, nor is Jetlines subject to any reporting obligation (whether active or suspended) pursuant to section

15(d) of the U.S. Exchange Act. Jetlines is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to Section 12(g) of the U.S. Exchange Act.

- (iii) Jetlines is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.
- (iv) The Jetlines Shares have not been traded on any national securities exchange in the United States during the past 12 calendar months, and will not be so traded prior to the Effective Date.

(j) Financial Statements.

- (i) The audited consolidated financial statements for Jetlines as at and for each of the fiscal years ended on December 31, 2013 and December 31, 2012 including the notes thereto and the reports by Jetlines's auditors thereon and the interim consolidated financial statements for Jetlines for the six-month period ended June 30, 2014 including the notes thereto have been prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of Jetlines as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by Jetlines to any executive officer or director of Jetlines.
- (ii) Jetlines maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Jetlines; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of are being made only with Authorizations of management and directors of Jetlines; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Jetlines that could have a material effect on its financial statements. To the knowledge of Jetlines, as of the date of this Agreement: (x) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Jetlines that are reasonably likely to adversely affect the ability of Jetlines to record, process, summarize and report financial information; and (y) there is no fraud, whether or not material, that

involves management or other employees who have a significant role in the internal control over financial reporting of Jetlines.

- (iii) Neither Jetlines nor, to Jetlines's knowledge, any director, officer, employee, auditor, accountant or representative of Jetlines has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Jetlines or its internal accounting controls, including any complaint, allegation, assertion, or claim that Jetlines has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Jetlines Board, or has not been disclosed to Inovent.
- (k) Undisclosed Liabilities. Jetlines does not have any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (a) liabilities and obligations that are specifically presented on the audited balance sheet of Jetlines as of December 31, 2013 (the "**Jetlines Balance Sheet**") or disclosed in the notes thereto; or (b) liabilities and obligations incurred in the ordinary course of business consistent with past practice that are not and would not, individually or in the aggregate with all other liabilities and obligations of Jetlines (other than those disclosed on the Jetlines Balance Sheet and/or in the notes to the Jetlines financial statements), reasonably be expected to have a Jetlines Material Adverse Effect, or have a Jetlines Material Adverse Effect, or, as a consequence of the consummation of the Amalgamation, have or reasonably be expected to have a Jetlines Material Adverse Effect. Without limiting the foregoing, the Jetlines Balance Sheet reflects reasonable reserves in accordance with IFRS for contingent liabilities of Jetlines.
- (l) Operational Matters. Except as would not, individually or in the aggregate, be reasonably expected to result in a Jetlines Material Adverse Effect:
 - (i) all payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of Jetlines have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof; and
 - (ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Jetlines is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.
- (m) Employment Matters.
 - (i) Jetlines has not entered into any written or oral agreement or understanding providing for severance or termination payments to any

director, officer or employee in connection with the termination of their position or their employment as a direct result of the transactions contemplated by this Agreement.

- (ii) Jetlines is not: (i) a party to any collective bargaining agreement, or (ii) subject to any application for certification or, to the knowledge of Jetlines, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of Jetlines, no fact or event exists that is likely to give rise to a change in the representation in this Subsection 3.1(m) on or before the Effective Date.
 - (iii) Jetlines is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of Jetlines, threatened, or any litigation actual, or to the knowledge of Jetlines, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation which individually or in the aggregate would not be reasonably expected to have a Jetlines Material Adverse Effect. To the knowledge of Jetlines, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting Jetlines, except as would not be reasonably expected to have a Jetlines Material Adverse Effect.
 - (iv) Jetlines has operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of Jetlines, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have a Jetlines Material Adverse Effect.
- (n) Absence of Certain Changes or Events. Since June 29, 2014:
- (i) Jetlines has conducted its businesses only in the ordinary course of business and consistent with past practice;
 - (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Jetlines Material Adverse Effect has been incurred;
 - (iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Jetlines Material Adverse Effect;
 - (iv) there has not been any change in the accounting practices used by Jetlines, except as disclosed in the audited financial statements of Jetlines;

- (v) except for ordinary course adjustments to non-executive employees, there has not been any increase in the salary, bonus, or other remuneration payable to any non-executive employees of any of Jetlines;
 - (vi) there has not been any entering into, or an amendment of, any material Contract other than in the ordinary course of business consistent with past practice;
 - (vii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Jetlines's audited financial statements, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and
 - (viii) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of Jetlines.
- (o) Litigation. Other than as disclosed to Inovent in writing, there is no claim, action, proceeding or investigation pending or, to the knowledge of Jetlines, threatened against or relating to Jetlines, the business of Jetlines or affecting any of their properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, a Jetlines Material Adverse Effect or prevent or materially delay the consummation of the Amalgamation, nor to knowledge of Jetlines are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided that the representation in this Subsection 3.1(o) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, a Jetlines Material Adverse Effect). Jetlines is not subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a Jetlines Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.
- (p) Taxes.
- (i) Jetlines has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it in accordance with applicable Law, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and Jetlines have paid all material Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity, other than Taxes which are being contested in good faith through appropriate proceedings.

- (ii) Jetlines has made adequate provisions or reserves in accordance with IFRS in the most recently published financial statements of Jetlines for any Taxes of Jetlines for the period covered by such financial statements that have not been paid whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.
- (iii) Jetlines has duly and timely withheld all material Taxes and other amounts required by applicable Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by applicable Law to be remitted by it.
- (iv) Jetlines has duly and timely collected all material amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by applicable Law to be remitted by it and has duly and timely paid any and all material sales, use or transfer Taxes required to be paid or self-assessed by it pursuant to applicable Laws and has claimed eligible exemptions, refunds and input Tax credits in respect thereof in all material respects in accordance with applicable Laws.
- (v) Jetlines has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.
- (vi) there are no proceedings, investigations, audits or Claims now pending or, to the knowledge of Jetlines, threatened against Jetlines in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
- (vii) Jetlines has not acquired property from a non-arm's length Person, within the meaning of the Tax Act: (i) for consideration the value of which is less than the fair market value of the property; or (ii) as a contribution of capital for which no shares were issued by the acquirer of the property.
- (viii) Jetlines has made available to Inovent copies of all Tax Returns for the taxation years ended December 31, 2013 and December 31, 2012, and all assessments or reassessments, correspondence related to any assessment or reassessment, requests for Tax rulings, Tax rulings issued by any

Governmental Entity, and correspondence related to any audit or proposed audit of Jetlines, to the extent relating to periods or events in respect of which any Governmental Entity may in accordance with applicable Law assess or otherwise impose any Taxes on Jetlines.

- (ix) For the purposes of the Tax Act and any other relevant Tax purposes Jetlines is resident in Canada.
- (x) There are no Liens for Taxes upon any properties or assets of Jetlines (other than Liens relating to Taxes not yet due and payable or for Taxes which are being contested in good faith through appropriate proceedings and for which adequate provisions or reserves have been recorded on the most recent balance sheet included in Jetlines's audited financial statements).
- (q) Books and Records. The corporate records and minute books of Jetlines have been maintained in accordance with all applicable Laws, and the minute books of Jetlines as provided to Inovent are complete and accurate in all material respects. The corporate minute books for Jetlines contain minutes of all meetings and resolutions of the directors and securityholders held. The financial books and records and accounts of Jetlines in all material respects: (a) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail, during the period of time when owned by Jetlines, accurately and fairly reflect the transactions and dispositions of assets of Jetlines.
- (r) Insurance.
 - (i) Jetlines has in place reasonable and prudent insurance policies appropriate for its size, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been paid and Jetlines has not failed to make a claim thereunder on a timely basis.
 - (ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and Jetlines will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of Jetlines other) notice of cancellation or termination has been received by Jetlines with respect to any such policy.
- (s) Non-Arm's Length Transactions. Except for agreements for Jetlines Options, employment, consulting or employment compensation agreements entered into in the ordinary course of business, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Jetlines) between Jetlines on the one hand, and any (a) officer or director of Jetlines, (b) any holder of record or, to the knowledge of Jetlines, beneficial

owner of five percent or more of the voting securities of Jetlines, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

- (t) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Jetlines that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Jetlines, any acquisition of property by Jetlines or the conduct of business by Jetlines as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgements, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have a Jetlines Material Adverse Effect.
- (u) Material Contracts. Jetlines has performed in all material respects all respective obligations required to be performed by them to date under any material Contracts. Jetlines is not in breach or default under any material contract to which it is a party or bound, nor does Jetlines have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Jetlines Material Adverse Effect. Jetlines does not know of, or has not received written notice of, any breach or default under (nor, to the knowledge of Jetlines, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Jetlines Material Adverse Effect. Prior to the date hereof, Jetlines has made available to Inovent true and complete copies of all of the material contracts of Jetlines. All material contracts are legal, valid, binding and in full force and effect and are enforceable by Jetlines in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.
- (v) Brokers. Except for the fees to be paid to Euro Pacific Canada, none of Jetlines, or any of its respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.
- (w) Reporting Issuer Status. As of the date hereof, Jetlines is not a reporting issuer in any province or territory of Canada.
- (x) Corrupt Practices Legislation. Neither Jetlines, nor any of its officers, directors or employees acting on behalf of Jetlines has taken, committed to take or been alleged to have taken any action which would cause Jetlines or any of its affiliates to be in violation of the United States' *Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials*

Act (Canada) (and the regulations promulgated thereunder) or any applicable Law, and to the knowledge of Jetlines no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Jetlines or any of its affiliates.

3.2 Survival of Representations and Warranties

The representations and warranties of Jetlines contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF INOVENT

4.1 Representations and Warranties

Inovent hereby represents and warrants to Jetlines as follows, and acknowledges that Jetlines is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) Organization and Qualification. Inovent is duly incorporated and validly existing under the BCBCA and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. Inovent is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary. True and complete copies of the constating documents of Inovent have been delivered or made available to Jetlines, and Inovent has not taken any action to amend or supersede such documents.
- (b) Authority Relative to this Agreement. Inovent has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Inovent and the consummation by Inovent of the transactions contemplated by this Agreement have been duly authorized by the board of directors of Inovent and no other corporate proceedings on the part of Inovent are necessary to authorize this Agreement, other than Inovent Shareholder Approval. This Agreement has been duly executed and delivered by Inovent and constitutes a valid and binding obligation of Inovent, enforceable by Jetlines against Inovent in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) No Conflict; Required Filings and Consent. The execution and delivery by Inovent of this Agreement and the performance by it of its obligations hereunder and the completion of the Continuance and Amalgamation will not violate, conflict with or result in a breach of any provision of the constating documents of

Inovent, and except as would not, individually or in the aggregate, have or reasonably be expected to have an Inovent Material Adverse Effect, will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which Inovent or by which is bound; or (ii) any Law to which Inovent or any is subject or by which Inovent is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any encumbrance, charge or Lien upon any of Inovent's assets. Other than Inovent Shareholder Approval and conditional approval of the TSXV in respect of the Qualifying Transaction, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Inovent for the consummation by Inovent of its obligations in connection with the Amalgamation under this Agreement or for the completion of the Amalgamation not to cause or result in any loss of any rights or assets or any interest therein held by Inovent in any material properties, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

- (d) Subsidiaries. Inovent does not have Subsidiaries or any material interests in any Person.
- (e) Compliance with Laws.
 - (i) The operations of Inovent has been and are now conducted in compliance with all Laws of each jurisdiction, the Laws of which have been and are now applicable to the operations of Inovent and Inovent has not received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have an Inovent Material Adverse Effect.
 - (ii) Inovent is not in conflict with, or in default (including cross defaults) under or in violation of: (a) its articles or by-laws or equivalent organizational documents; or (b) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have an Inovent Material Adverse Effect.
- (f) Inovent Authorizations. Inovent has obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of Inovent or otherwise in connection with the material business or operations of Inovent and such Authorizations are in full force and effect. Inovent has fully

complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have an Inovent Material Adverse Effect. There is no action, investigation or proceeding pending or, to the knowledge of Inovent, threatened regarding any of the Authorizations. Inovent has not received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have an Inovent Material Adverse Effect and, to the knowledge of Inovent, all such Authorizations continue to be effective in order for Inovent to continue to conduct their respective businesses as they are currently being conducted. No Person other than Inovent thereof owns or has any proprietary, financial or other interest (direct or indirect) in any of the Authorizations.

(g) Capitalization and Listing.

- (i) The authorized share capital of Inovent consists of an unlimited number of Inovent Shares. As at the date of this Agreement there are: (A) 4,864,800 Inovent Shares validly issued and outstanding as fully-paid and non-assessable shares of Inovent; and (B) 480,000 outstanding options providing for the issuance of 480,000 Inovent Shares upon the exercise thereof; and (C) 256,480 outstanding warrants providing for the issuance of 256,480 Inovent Shares upon the exercise thereof. Except for the securities referred to in this Section 4.1(g)(i), there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Inovent to issue or sell any shares of Inovent or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Inovent and no Person is entitled to any pre-emptive or other similar right granted by Inovent. Inovent Shares are listed on the TSXV, and are not listed or quoted on any market other than the TSXV.
- (ii) All Inovent Shares that may be issued pursuant to the exercise of outstanding Inovent options will, when issued in accordance with the terms of such securities, as the case may be, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights.
- (iii) There are no outstanding contractual obligations of Inovent to repurchase, redeem or otherwise acquire any Inovent Shares.
- (iv) No order ceasing or suspending trading in securities of Inovent or prohibiting the sale of such securities has been issued and is outstanding against Inovent or, its directors, officers or promoters.

- (h) Shareholder and Similar Agreements. Other than the CPC escrow agreement entered into between Inovent and certain of its shareholders, Inovent is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Inovent.
- (i) U.S. Securities Law Matters.
 - (i) Inovent is a “foreign private issuer” as defined in Rule 3b-4 under the U.S. Exchange Act.
 - (ii) There is no class of securities of Inovent which is registered pursuant to Section 12 of the U.S. Exchange Act, nor is Inovent subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act. Inovent is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to Section 12(g) of the U.S. Exchange Act.
 - (iii) Inovent is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.
 - (iv) The Inovent Shares have not been traded on any national securities exchange in the United States during the past 12 calendar months, and will not be so traded prior to the Effective Date.
- (j) Reports. Inovent has filed with all applicable Governmental Entities true and complete copies of Inovent Public Documents that Inovent is required to file therewith. Inovent Public Documents at the time filed: (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (i) complied in all material respects with the requirements of applicable Securities Laws. Inovent has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential.
- (k) Financial Statements.
 - (i) The interim consolidated financial statements for Inovent for the period ended June 30, 2014 including the notes thereto have been, and all financial statements of Inovent which are publicly disseminated by Inovent in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position of Inovent as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by Inovent to any executive officer or director of Inovent.

- (ii) The management of Inovent has established and maintained a system of disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed by Inovent in its annual filings, interim filings or other reports filed or submitted by it under the applicable Laws imposed by Governmental Entities is recorded, processed, summarized and reported within the time periods specified in such Laws imposed by such Governmental Entities. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by Inovent in its annual filings, interim filings or other reports filed or submitted under the applicable Laws imposed by Governmental Entities is accumulated and communicated to Inovent's management, including its chief executive officer and chief financial officer (or Persons performing similar functions), as appropriate to allow timely decisions regarding required disclosure.
- (iii) Inovent maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Inovent are being made only with Authorizations of management and directors of Inovent, as applicable; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the assets of Inovent that could have a material effect on its financial statements. To the knowledge of Inovent, as of the date of this Agreement: (x) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Inovent that are reasonably likely to adversely affect the ability of Inovent to record, process, summarize and report financial information; and (y) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Inovent.
- (iv) Neither Inovent nor, to Inovent's knowledge, any director, officer, employee, auditor, accountant or representative of Inovent has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Inovent or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that Inovent has engaged in questionable accounting or auditing practices, which has not been resolved to the

satisfaction of the audit committee of the Board, or has not been disclosed to Jetlines.

- (l) Undisclosed Liabilities. Inovent does not have any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (a) liabilities and obligations that are specifically presented on the audited balance sheet of Inovent as of March 31, 2014 (the “**Inovent Balance Sheet**”) or disclosed in the notes thereto; or (b) liabilities and obligations incurred in the ordinary course of business consistent with past practice since March 31, 2014, that are not and would not, individually or in the aggregate with all other liabilities and obligations of Inovent (other than those disclosed on the Inovent Balance Sheet and/or the notes to the Inovent financial statements), reasonably be expected to have an Inovent Material Adverse Effect, or have an Inovent Material Adverse Effect, or, as a consequence of the consummation of the Amalgamation, have an Inovent Material Adverse Effect. Without limiting the foregoing, the Inovent Balance Sheet reflects reasonable reserves in accordance with IFRS for contingent liabilities of Inovent.
- (m) Operational Matters. Except as would not, individually or in the aggregate, be reasonably expected to result in an Inovent Material Adverse Effect:
 - (i) all rentals, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of Inovent and its material joint ventures, have been: (A) duly paid; (B) duly performed; or (C) provided for prior for the date hereof; and
 - (ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Inovent is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.
- (n) Employment Matters.
 - (i) Inovent is not (A) a party to any collective bargaining agreement, or (B) subject to any application for certification or, to the knowledge of Inovent, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of Inovent, no fact or event exists that is likely to give rise to a change in the representation in this Subsection 4.1(n) on or before the Effective Date.
 - (ii) Inovent is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of Inovent, threatened, or any litigation actual, or to the knowledge of Inovent, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation

which individually or in the aggregate would not be reasonably expected to have an Inovent Material Adverse Effect. To the knowledge of Inovent, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting Inovent, except as would not be reasonably be expected to have an Inovent Material Adverse Effect.

- (iii) Inovent has operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of Inovent, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have an Inovent Material Adverse Effect.
- (iv) Inovent has not entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of the transactions contemplated by the Agreement.

(o) Absence of Certain Changes or Events. Since June 29, 2014:

- (i) Inovent has conducted its business only in the ordinary course of business and consistent with past practice;
- (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have an Inovent Material Adverse Effect has been incurred;
- (iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to an Inovent Material Adverse Effect;
- (iv) there has not been any change in the accounting practices used by Inovent, except as disclosed in the Inovent Public Documents;
- (v) except for ordinary course adjustments to non-executive employees, there has not been any increase in the salary, bonus, or other remuneration payable to any non-executive employees of Inovent.
- (vi) there has not been any redemption, repurchase or other acquisition of Inovent Shares by Inovent, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the Inovent Shares;
- (vii) there has not been any entering into, or an amendment of, any material Contract other than in the ordinary course of business consistent with past practice;

- (viii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Inovent's financial statements, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and
 - (ix) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of Inovent.
- (p) Litigation. There is no claim, action, proceeding or investigation pending or, to the knowledge of Inovent, threatened against or relating to Inovent, the business of Inovent or affecting any of their properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, an Inovent Material Adverse Effect or prevent or materially delay the consummation of the Amalgamation, nor to knowledge of Inovent are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided that the representation in this Section 4.1(p) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, an Inovent Material Adverse Effect). Inovent is not subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have an Inovent Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.
- (q) Taxes.
 - (i) Inovent has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it in accordance with applicable Law, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and Inovent has paid all material Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity, other than Taxes which are being contested in good faith through appropriate proceedings.
 - (ii) Inovent has made adequate provisions or reserves in accordance with IFRS in the most recently published financial statements of Inovent for any Taxes of Inovent for the period covered by such financial statements that have not been paid whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

- (iii) Inovent has duly and timely withheld all material Taxes and other amounts required by applicable Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by applicable Law to be remitted by it.
- (iv) Inovent has duly and timely collected all material amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by applicable Law to be remitted by it and has duly and timely paid any and all material sales, use or transfer Taxes required to be paid or self-assessed by it pursuant to applicable Laws and has claimed eligible exemptions, refunds and input Tax credits in respect thereof in all material respects in accordance with applicable Laws.
- (v) Inovent has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.
- (vi) There are no proceedings, investigations, audits or Claims now pending or, to the knowledge of Inovent, threatened against Inovent in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
- (vii) Inovent has not acquired property from a non-arm's length Person, within the meaning of the Tax Act: (i) for consideration the value of which is less than the fair market value of the property; or (ii) as a contribution of capital for which no shares were issued by the acquirer of the property.
- (viii) Since incorporation, Inovent has not been required to complete any Tax Returns by the Tax Act.
- (ix) For the purposes of the Tax Act and any other relevant Tax purposes Inovent is resident in Canada.
- (x) There are no Liens for Taxes upon any properties or assets of Inovent (other than Liens relating to Taxes not yet due and payable or for Taxes which are being contested in good faith through appropriate proceedings and for which adequate provisions or reserves have been recorded on the most recent balance sheet included in Inovent's audited financial statements).

- (r) Books and Records. The corporate records and minute books of Inovent have been maintained in accordance with all applicable Laws, and the minute books of Inovent as provided to Jetlines are complete and accurate in all material respects. The corporate minute books for Inovent contain minutes of all meetings and resolutions of the directors and securityholders held. The financial books and records and accounts of Inovent in all material respects: (a) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of assets of Inovent.
- (s) Insurance. Inovent does not have in place any policies of insurance.
- (t) Non-Arm's Length Transactions. Other than option agreements in respect of Inovent Options between Inovent, on the one hand, and each of Ari Shack, David Brett, Evilio Gomez-Garcia, George Pietrobon and Robert Baylis, on the other hand, there are no material current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Inovent) between Inovent on the one hand, and any (i) officer or director of Inovent, (ii) any holder of record or, to the knowledge of Inovent, beneficial owner of five percent or more of the voting securities of Inovent, or (iii) any affiliate or associate of any officer, director or beneficial owner, on the other hand.
- (u) Benefit Plans. Each Inovent Benefit Plan has been operated in accordance with its terms and any contributions required to be made under each Inovent Benefit Plan, as of the date hereof, have been timely made.
- (v) Environmental. Except for any matters that, individually or in the aggregate, would not have or would not reasonably be expected to have an Inovent Material Adverse Effect:
 - (i) all facilities and operations of Inovent have been conducted, and are now, in compliance with all Environmental Laws;
 - (ii) Inovent is in possession of, and in compliance with, all Environmental Permits that are required to conduct their respective business as they are now being conducted;
 - (iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Inovent and, to the knowledge of Inovent, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

- (iv) Inovent is not subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;
- (v) to the knowledge of Inovent, there are no changes in the status, terms or conditions of any Environmental Permits held by Inovent or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Inovent following the Effective Date; and
- (vi) to the knowledge of Inovent, Inovent is not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws that would individually or in the aggregate, constitute an Inovent Material Adverse Effect.
- (w) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Inovent that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Inovent, any acquisition of property by Inovent or the conduct of business by Inovent as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgements, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have an Inovent Material Adverse Effect.
- (x) Material Contracts. Inovent has performed in all material respects all respective obligations required to be performed by them to date under any material contracts. Inovent is not in breach or default under any material contract to which it is a party or bound, nor does Inovent have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, an Inovent Material Adverse Effect. Inovent does not know of, or has received written notice of, any breach or default under (nor, to the knowledge of Inovent, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, an Inovent Material Adverse Effect. Prior to the date hereof, Inovent has made available to Jetlines true and complete copies of all of the material contracts of Inovent. All material contracts are legal, valid, binding and in full force and effect and are enforceable by Inovent in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws

affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

- (y) Brokers. None of Inovent or, to their knowledge, any of the respective officers, directors or employees of Inovent has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.
- (z) Reporting Issuer Status. As of the date hereof, Inovent is a reporting issuer not in default (or the equivalent) under the Securities Laws of British Columbia and Alberta.
- (aa) Stock Exchange Compliance. Inovent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV including Policy 2.4 – *Capital Pool Companies*.
- (bb) Corrupt Practices Legislation. Neither Inovent and its affiliates, nor any of their respective officers, directors or employees acting on behalf of Inovent or its affiliates has taken, committed to take or been alleged to have taken any action which would cause Inovent or its affiliates to be in violation of the United States' *Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of another jurisdiction, and to the knowledge of Inovent, no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Inovent or its affiliates.

4.2 Survival of Representations and Warranties

The representations and warranties of Inovent contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS

5.1 Covenants of Jetlines Regarding the Conduct of Business

Jetlines covenants and agrees that prior to the Effective Date, unless Inovent shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

- (a) Jetlines shall conduct its business only in, not take any action except in, and its facilities, in the ordinary course of business and to use commercially reasonable efforts to preserve intact its and their present business organization and goodwill, to preserve intact Jetlines, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with

past practice with suppliers, employees, Governmental Entities and others having business relationships with them;

- (b) other than as expressly permitted or required by this Agreement, without limiting the generality of Subsection 5.1(a), Jetlines shall not, directly or indirectly:
 - (i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any Jetlines Shares, any Jetlines Options or any warrants, calls, conversion privileges or rights of any kind to acquire any Jetlines Shares, other than pursuant to the exercise of existing Jetlines Options or Jetlines Warrants or the amendment of Jetlines Options to provide for adjustment in accordance with the terms of this Agreement;
 - (ii) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Jetlines;
 - (iii) split, combine or reclassify any outstanding Jetlines Shares;
 - (iv) redeem, purchase or offer to purchase any Jetlines Shares or other securities of Jetlines;
 - (v) without the prior written consent of Inovent, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Jetlines Shares;
 - (vi) reorganize, amalgamate or merge Jetlines with any other Person;
 - (vii) reduce the stated capital of the shares of Jetlines;
 - (viii) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Jetlines;
 - (ix) authorize, recommend or propose any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;
 - (x) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of the business consistent with past practice, (i) any material Authorization, lease, concession, contract or other document, or (ii) any other material legal rights or claims;
 - (xi) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing licence, lease, contract or other document, other than in the ordinary course of business consistent with past practice;

- (xii) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;
 - (xiii) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Jetlines to consummate the Amalgamation or the other transactions contemplated by this Agreement; or
 - (xiv) take any action, permit any inaction or enter into any transaction other than in accordance with or as contemplated in this Agreement, making an investment in securities of any person other than in accordance with or as contemplated in this Agreement;
- (c) Jetlines shall use its commercially reasonable efforts to maintain and preserve all of its rights under each of its Authorizations;
- (d) Jetlines shall:
 - (i) not take any action, which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;
 - (ii) provide Inovent with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties, articles, by-laws, licenses, permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Jetlines which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Jetlines Material Adverse Effect; (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of Jetlines contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Jetlines Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of Jetlines to comply with or satisfy any covenant, condition or agreement

(without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;

- (iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Jetlines (A) containing (1) any limitation or restriction on the ability of Jetlines or, following completion of the transactions contemplated hereby, the ability of Amalco, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Jetlines or, following consummation of the transactions contemplated hereby, all or any portion of the business of Amalco, is or would be conducted, or (3) any limit or restriction on the ability of Jetlines or, following completion of the transactions contemplated hereby, the ability of Amalco, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement; and
- (e) Jetlines shall not authorize or propose, or enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other Subsections of this Section 5.1.

5.2 Covenants of Jetlines Relating to the Amalgamation

Jetlines shall perform all obligations required to be performed by Jetlines under this Agreement, co-operate with Inovent in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably possible, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Jetlines shall:

- (a) use its commercially reasonable efforts to complete the Amalgamation;
- (b) use its commercially reasonable efforts to obtain and assist Inovent in obtaining all required Regulatory Approvals;
- (c) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material Contracts;
- (d) defend all lawsuits or other legal, regulatory or other proceedings against Jetlines challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;
- (e) provide such assistance as may be reasonably requested by Inovent for the purposes of completing the Inovent Meeting; and
- (f) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement.

5.3 Covenants of Inovent Regarding the Conduct of Business

Inovent covenants and agrees that prior to the Effective Date, unless Jetlines shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

- (a) Inovent shall conduct its business only in, not take any action except in, and maintain its facilities, in the ordinary course of business and to use commercially reasonable efforts to preserve intact its present business organization and goodwill, to preserve intact Inovent, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with past practice with suppliers, distributors, employees, Governmental Entities and others having business relationships with them;
- (b) Other than as contemplated in this Agreement, without limiting the generality of Subsection 5.3(a), Inovent shall not, directly or indirectly:
 - (i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any Inovent Shares, any Inovent Options or any warrants, calls, conversion privileges or rights of any kind to acquire any Inovent Shares or other securities, other than pursuant to the Financing and upon exercise of existing Inovent Options or Inovent Warrants;
 - (ii) sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer any assets of Inovent or any interest in any assets of Inovent having a value greater than \$10,000 in the aggregate;
 - (iii) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Inovent;
 - (iv) split, combine or reclassify any outstanding Inovent Shares;
 - (v) redeem, purchase or offer to purchase any Inovent Shares or other securities of Inovent;
 - (vi) without the prior written consent of Jetlines, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Inovent Shares;
 - (vii) reorganize, amalgamate or merge Inovent with any other Person;
 - (viii) reduce the stated capital of the shares of Inovent;
 - (ix) acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any Person, or make any investment either

by purchase of shares or securities, contributions of capital, property transfer or purchase of any property or assets of any other Person;

- (x) except in the ordinary course of business consistent with past practice, incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, except for the borrowing of working capital in the ordinary course of business and consistent with past practice, or guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person or make any loans or advances;
- (xi) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Inovent;
- (xii) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Inovent's financial statements or incurred in the ordinary course of business consistent with past practice;
- (xiii) authorize, recommend or propose any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;
- (xiv) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of the business consistent with past practice, (i) any material Authorization, lease, concession, contract or other document, or (ii) any other material legal rights or claims;
- (xv) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing licence, lease, contract or other document, other than in the ordinary course of business consistent with past practice;
- (xvi) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;
- (xvii) incur business expenses other than in the ordinary course and consistent with past practice;

- (xviii) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Inovent to consummate the Amalgamation or the other transactions contemplated by this Agreement;
 - (xix) increase the benefits payable or to become payable to its directors or officers, enter into or modify any employment, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officer of Inovent or member of the Inovent Board; or
 - (xx) in the case of employees who are not officers of Inovent or members of the Inovent Board, take any action with respect to the grant of any bonuses, salary increases, severance or termination pay or with respect to any increase of benefits payable in effect on the date hereof;
- (c) Inovent shall not establish, adopt, enter into, amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any bonus, profit sharing, thrift, incentive, compensation, stock option, restricted stock, pension, retirement, deferred compensation, savings, welfare, employment, termination, severance or other employee benefit plan, agreement, trust, fund, policy or arrangement for the benefit or welfare of any directors, officers, current or former employees of Inovent;
- (d) Inovent shall use commercially reasonable efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;
- (e) Inovent shall use its commercially reasonable efforts to maintain and preserve all of its rights under each of its Authorizations;
- (f) Inovent shall:
- (i) not take any action which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;
 - (ii) provide Jetlines with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties, articles, notice of articles, licenses, permits (including Authorizations), rights, or privileges, whether

contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Inovent which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in an Inovent Material Adverse Effect; (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of Inovent contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Inovent Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of Inovent to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;

- (iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Inovent (A) containing (1) any limitation or restriction on the ability of Inovent or, following completion of the transactions contemplated hereby, the ability of Amalco, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Inovent or, following consummation of the transactions contemplated hereby, all or any portion of the business of Amalco, is or would be conducted, or (3) any limit or restriction on the ability of Inovent or, following completion of the transactions contemplated hereby, the ability of Amalco, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement;
 - (iv) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Inovent that is not terminable within 30 days of the Effective Date without payment by Inovent that involves or would reasonably be expected to involve payments in excess of \$10,000 in the aggregate over the term of the contract other than the agency agreement to be entered into with respect to the Financing; and
 - (v) not incur any capital expenditures or enter into any agreement obligating Inovent to provide for future capital expenditures.
- (g) Inovent shall:
- (i) duly and timely file all Tax Returns required to be filed by it on or after the date hereof and all such Tax Returns will be true, complete and correct in all respects;

- (ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable;
- (iii) not make or rescind any material express or deemed election relating to Taxes;
- (iv) not make a request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes;
- (v) not settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; and
- (h) Inovent shall not authorize or propose, or enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other Subsections of this Section 5.3.

5.4 Covenants of Inovent Relating to the Amalgamation

Inovent shall perform all obligations required to be performed by Inovent under this Agreement, co-operate with Jetlines in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Inovent shall:

- (a) use its commercially reasonable efforts to complete the Continuance and the Amalgamation;
- (b) use its commercially reasonable efforts to obtain and assist Jetlines in obtaining all required Regulatory Approvals;
- (c) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material Contracts;
- (d) defend all lawsuits or other legal, regulatory or other proceedings against Inovent challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;
- (e) provide such assistance as may be reasonably requested by Jetlines for the purposes of holding the Jetlines Meeting;
- (f) apply for and use commercially reasonable efforts to obtain conditional approval of the Amalgamation as Inovent's Qualifying Transaction, the listing and posting for trading on the TSXV of the Amalco Shares to be issued upon completion of the Amalgamation and any Amalco Shares issued upon exercise of Inovent Options, Inovent Warrants, Jetlines Options or Jetlines Warrants following

completion of the Amalgamation, subject only to satisfaction by Inovent of customary listing conditions of the TSXV;

- (g) subject to applicable Law, make available and cause to be made available to Jetlines, and its agents and advisors, information reasonably requested by Jetlines for the purposes of confirming the representations and warranties of Inovent set out in Section 4.1 of this Agreement; and
- (h) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the Amalgamation are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) the Jetlines Amalgamation Resolution shall have been approved and adopted by the Jetlines Shareholders at the Jetlines Meeting on or before the Meeting Deadline;
- (b) the Continuance Resolution and the Inovent Amalgamation Resolution shall have been approved and adopted by the Inovent Shareholders at the Inovent Meeting on or before the Meeting Deadline;
- (c) the Continuance shall have been effected;
- (d) the Articles of Amalgamation filed with the Directors shall be in form and substance satisfactory to each of the Parties, acting reasonable;
- (e) the TSXV Approval shall have been received;
- (f) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law which is then in effect and has the effect of making the Amalgamation illegal or otherwise preventing or prohibiting consummation of the Amalgamation;
- (g) all Regulatory Approvals shall have been obtained on terms and conditions satisfactory to each of Jetlines and Inovent, acting reasonably;
- (h) such escrow agreements as may be required by the TSXV shall have been entered into;

- (i) either: (i) the Financing shall have been completed; or (ii) all conditions to completion of the Financing shall have been satisfied or waived except a condition requiring completion of the Amalgamation;
- (j) there shall not be pending or threatened in writing any suit, action or proceeding by any Governmental Entity or any other Person that is reasonably likely to result in a:
 - (i) prohibition or restriction on the consummation of Amalgamation or a Person obtaining from Jetlines or Inovent any material damages directly or indirectly in connection with the Amalgamation; or
 - (ii) prohibition or material limit on the ownership by Inovent of Jetlines or any material portion of its business; and
- (k) this Agreement shall not have been terminated.

6.2 Additional Conditions Precedent to the Obligations of Inovent

The obligation of Inovent to complete the Amalgamation is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Inovent and may be waived by Inovent):

- (a) all covenants of Jetlines under this Agreement to be performed on or before the Effective Time which have not been waived by Inovent shall have been duly performed by Jetlines in all material respects and Inovent shall have received a certificate of Jetlines addressed to Inovent and dated the Effective Date, signed on behalf of Jetlines by two senior executive officers of Jetlines (on Jetlines's behalf and without personal liability), confirming the same as at the Effective Time;
- (b) the representations and warranties of Jetlines set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Jetlines Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a Jetlines Material Adverse Effect, and Inovent shall have received a certificate of Jetlines addressed to Inovent and dated the Effective Date, signed on behalf of Jetlines by two senior executive officers of Jetlines (on Jetlines's behalf and without personal liability), confirming the same as at the Effective Date;
- (c) there shall not have occurred a Jetlines Material Adverse Effect that has not been disclosed to Inovent in writing prior to the date hereof, and since the date of this Agreement, there shall not have occurred a Jetlines Material Adverse Effect, and Inovent shall have received a certificate signed on behalf of Jetlines by the chief

executive officer and the chief financial officer of Jetlines (on Jetlines's behalf and without personal liability) to such effect; and

- (d) each of the Jetlines Voting Agreements shall be in full force and effect and there shall not have occurred any material non-fulfilment or breach of any covenant or agreement, or any material misrepresentation or any incorrectness in or any breach of any representation or warranty, contained in a Jetlines Voting Agreement on the part of a Jetlines Locked-up Shareholder.

The foregoing conditions will be for the sole benefit of Inovent and may be waived by it in whole or in part at any time.

6.3 Additional Conditions Precedent to the Obligations of Jetlines

The obligation of Jetlines to complete the Amalgamation is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Jetlines and may be waived by Jetlines):

- (a) all covenants of Inovent under this Agreement to be performed on or before the Effective Time which have not been waived by Jetlines shall have been duly performed by Inovent in all material respects and Jetlines shall have received a certificate of Inovent, addressed to Jetlines and dated the Effective Date, signed on behalf of Inovent by two senior executive officers of Inovent (on Inovent's behalf and without personal liability), confirming the same as of the Effective Time;
- (b) the representations and warranties of Inovent set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Inovent Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a Material Adverse Effect, and Jetlines shall have received a certificate of Inovent addressed to Jetlines and dated the Effective Date, signed on behalf of Inovent by two senior executive officers of Inovent (on Inovent's behalf and without personal liability), confirming the same as at the Effective Time;
- (c) there shall not have occurred an Inovent Material Adverse Effect that has not been publicly disclosed by Inovent prior to the date hereof or disclosed to Jetlines in writing prior to the date hereof, and since the date of this Agreement, there shall not have occurred an Inovent Material Adverse Effect and Jetlines shall have received a certificate signed on behalf of Inovent by the chief executive officer and chief financial officer of Inovent (on Inovent's behalf and without personal liability) to such effect;

- (d) each of the Inovent Voting Agreements shall be in full force and effect and there shall not have occurred any material non-fulfilment or breach of any covenant or agreement, or any material misrepresentation or any incorrectness in or any breach of any representation or warranty, contained in an Inovent Voting Agreement on the part of an Inovent Locked-up Shareholder;
- (e) holders of no more than 5% of the Jetlines Shares shall have exercised Dissent Rights; and
- (f) holders of no more than 5% of the Inovent Shares shall have exercised dissent rights.

The foregoing conditions will be for the sole benefit of Jetlines and may be waived by it in whole or in part at any time.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 shall be conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Articles of Amalgamation are filed under the CBCA to give effect to the Amalgamation.

ARTICLE 7 ADDITIONAL AGREEMENTS

7.1 Jetlines Non-Solicitation

- (a) On and after the date of this Agreement, except as otherwise provided in this Agreement, Jetlines shall not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise:
 - (i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Jetlines, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Jetlines, provided that, for greater certainty, Jetlines may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Jetlines Board has so determined;

- (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Inovent, the approval or recommendation of the Jetlines Board or any committee thereof of this Agreement or the Amalgamation;
- (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal for Jetlines (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal in respect of which a confidentiality agreement has been executed in accordance with Section 7.1(d) shall not be considered a violation of this Subsection 7.1(a)(iv)); or
- (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

provided, however, that nothing contained in this Subsection 7.1(a) or any other provision of this Agreement shall prevent the Jetlines Board from, and the Jetlines Board shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a bona fide unsolicited written Acquisition Proposal that the Jetlines Board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information pursuant to Subsection 7.1(d) to any Person where the requirements of that Section are met.

- (b) Jetlines shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Inovent) with respect to any potential Acquisition Proposal and, in connection therewith, Jetlines will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Jetlines agrees not to release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and Jetlines undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into prior to the date hereof or enter into after the date hereof.
- (c) From and after the date of this Agreement, Jetlines shall immediately provide notice to Inovent of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Jetlines in connection with such an Acquisition Proposal or for access to the properties, books or records of Jetlines by any Person that informs Jetlines, any member of the Jetlines Board that it is considering making, or has made, an

Acquisition Proposal. Such notice to Inovent shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Jetlines, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Jetlines shall keep Inovent promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Inovent with respect thereto.

- (d) If the Jetlines Board receives a request for material non-public information from a Person who proposes to Jetlines an unsolicited *bona fide* written Acquisition Proposal, Jetlines may contact the Person making the Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Jetlines shall promptly provide Inovent with copies of all correspondence and information provided to or received from such Person. If: (x) the Jetlines Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal; and (y) in the opinion of the Jetlines Board, acting in good faith and on advice from their outside legal advisors, the failure to provide such party with access to information regarding Jetlines would be inconsistent with the fiduciary duties of the Jetlines Board, then, and only in such case, Jetlines may provide such Person with access to information regarding Jetlines, subject to the execution of a confidentiality and standstill agreement which is customary in such situations; provided that Jetlines sends a copy of any such confidentiality and standstill agreement to Inovent promptly upon its execution and Inovent is provided with a list of, and, at the request of Inovent, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.
- (e) Jetlines agrees that it will not accept, approve or enter into any agreement (a “**Jetlines Proposed Agreement**”), other than a confidentiality agreement as contemplated by Subsection 7.1(d), with any Person providing for or to facilitate any Acquisition Proposal unless:
 - (i) the Jetlines Board determines that the Acquisition Proposal constitutes a Superior Proposal;
 - (ii) the Jetlines Meeting has not occurred;
 - (iii) Jetlines has complied with Subsections 7.1(a) through 7.1(d) inclusive;
 - (iv) Jetlines has provided Inovent with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing

the Superior Proposal, including a copy of any Jetlines Proposed Agreement relating to such Superior Proposal, and a written notice from the Jetlines Board regarding the value in financial terms that the Jetlines Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Inovent not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Jetlines Proposed Agreement by Jetlines.

- (v) Five business days shall have elapsed from the date Inovent received the notice and documentation referred to in Subsection 7.1(e)(iv) from Jetlines and, if Inovent has proposed to amend the terms of the Amalgamation in accordance with Subsection 7.1(f), the Jetlines Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation by Inovent; and
- (vi) Jetlines concurrently terminates this Agreement pursuant to Section 8.2(a)(iv)(D);

and Jetlines further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Inovent the approval or recommendation of the Amalgamation, nor accept, approve or recommend any Acquisition Proposal unless the requirements of this Section 7.1(e)(i) through 7.1(e)(v) have been satisfied.

- (f) Jetlines acknowledges and agrees that, during the five business day periods referred to in Subsections 7.1(e)(iv) and 7.1(e)(v) or such longer period as Jetlines may approve for such purpose, Inovent shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Amalgamation and Jetlines shall co-operate with Inovent with respect thereto, including negotiating in good faith with Inovent to enable Inovent to make such adjustments to the terms and conditions of this Agreement and the Amalgamation as Inovent deems appropriate and as would enable Inovent to proceed with the Amalgamation and any related transactions on such adjusted terms. The Jetlines Board will review any proposal by Inovent to amend the terms of the Amalgamation in order to determine, in good faith in the exercise of its fiduciary duties and consistent with Subsection 7.1(a), whether Inovent's proposal to amend the Amalgamation would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation.
- (g) The Jetlines Board shall promptly reaffirm its recommendation of the Amalgamation by press release after: (x) any Acquisition Proposal which the Jetlines Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Jetlines Board determines that a proposed amendment to the terms of the Amalgamation would result in the Acquisition Proposal which has

been publicly announced or made not being a Superior Proposal, and Inovent has so amended the terms of the Amalgamation. Inovent and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Jetlines, acting reasonably.

- (h) Nothing in this Agreement shall prevent the Jetlines Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Inovent having suffered an Inovent Material Adverse Effect. Further, nothing in this Agreement shall prevent the Jetlines Board from making any disclosure to the securityholders of Jetlines if the Jetlines Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Jetlines Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Jetlines Board shall be permitted to make such disclosure, the Jetlines Board shall not be permitted to make a Jetlines Change in Recommendation, other than as permitted by Section 7.1(e) or the first sentence of this paragraph. Inovent and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Jetlines, acting reasonably.
- (i) Jetlines acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.1.
- (j) Jetlines shall ensure that the officers, directors and employees of and any investment bankers or other advisors or representatives retained by Jetlines in connection with the transactions contemplated by this Agreement are aware of the provisions of this Section, and Jetlines shall be responsible for any breach of this Section 7.1 by such officers, directors, employees, investment bankers, advisors or representatives.
- (k) If Jetlines provides Inovent with the notice of an Acquisition Proposal contemplated in this Section 7.1 on a date that is less than seven calendar days prior to the Jetlines Meeting, if requested by Inovent, Jetlines shall adjourn the Jetlines Meeting to a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Jetlines Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

7.2 Inovent Non-Solicitation

- (a) On and after the date of this Agreement, except as otherwise provided in this Agreement, Inovent shall not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise:
- (i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Inovent, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Inovent, provided that, for greater certainty, Inovent may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Inovent Board has so determined;
 - (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Jetlines, the approval or recommendation of the Inovent Board or any committee thereof of this Agreement or the Amalgamation;
 - (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal involving Inovent (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal in respect of which a confidentiality agreement has been executed in accordance with Section 7.2(d) shall not be considered a violation of this Subsection 7.2(a)(iv)); or
 - (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal involving Inovent,

provided, however, that nothing contained in this Subsection 7.2(a) or any other provision of this Agreement shall prevent the Inovent Board from, and the Inovent Board shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a *bona fide* unsolicited written Acquisition Proposal that the Inovent board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide

information pursuant to Subsection 7.2(d) to any Person where the requirements of that Section are met.

- (b) Inovent shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Jetlines) with respect to any potential Acquisition Proposal and, in connection therewith, Inovent will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Inovent agrees not to release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and Inovent undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into prior to the date hereof or enter into after the date hereof.
- (c) From and after the date of this Agreement, Inovent shall immediately provide notice to Jetlines of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Inovent in connection with such an Acquisition Proposal or for access to the properties, books or records of Inovent by any Person that informs Inovent, any member of the Inovent Board that it is considering making, or has made, an Acquisition Proposal. Such notice to Jetlines shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Inovent, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Inovent shall keep Jetlines promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Inovent with respect thereto.
- (d) If the Inovent Board receives a request for material non-public information from a Person who proposes to Inovent an unsolicited *bona fide* written Acquisition Proposal, Inovent may contact the Person making the Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Inovent shall promptly provide Jetlines with copies of all correspondence and information provided to or received from such Person. If: (x) the Inovent Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal; and (y) in the opinion of the Inovent Board, acting in good faith and on advice from their outside legal advisors, the failure to

provide such party with access to information regarding Inovent would be inconsistent with the fiduciary duties of the Inovent Board, then, and only in such case, Inovent may provide such Person with access to information regarding Inovent, subject to the execution of a confidentiality and standstill agreement which is customary in such situations; provided that Inovent sends a copy of any such confidentiality and standstill agreement to Jetlines promptly upon its execution and Jetlines is provided with a list of, and, at the request of Jetlines, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

- (e) Inovent agrees that it will not accept, approve or enter into any agreement (a **“Inovent Proposed Agreement”**), other than a confidentiality agreement as contemplated by Subsection 7.2(d), with any Person providing for or to facilitate any Acquisition Proposal unless:
 - (i) the Inovent Board determines that the Acquisition Proposal constitutes a Superior Proposal;
 - (ii) the Inovent Meeting has not occurred;
 - (iii) Inovent has complied with Subsections 7.2(a) through 7.2(d) inclusive;
 - (iv) Inovent has provided Jetlines with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Inovent Proposed Agreement relating to such Superior Proposal, and a written notice from the Inovent Board regarding the value in financial terms that the Inovent Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Jetlines not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Inovent Proposed Agreement by Inovent.
 - (v) Five business days shall have elapsed from the date Jetlines received the notice and documentation referred to in Subsection 7.2(e)(iv) from Inovent and, if Jetlines has proposed to amend the terms of the Amalgamation in accordance with Subsection 7.2(f), the Inovent Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation by Jetlines; and
 - (vi) Inovent concurrently terminates this Agreement pursuant to Section 8.2(a)(iii);

and Inovent further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Jetlines the approval or recommendation of the Amalgamation, nor accept, approve or recommend any

Acquisition Proposal unless the requirements of this Section 7.2(e)(i) through 7.2(e)(v) have been satisfied.

- (f) Inovent acknowledges and agrees that, during the five business day periods referred to in Subsections 7.2(e)(iv) and 7.2(e)(v) or such longer period as Inovent may approve for such purpose, Jetlines shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Amalgamation and Inovent shall co-operate with Jetlines with respect thereto, including negotiating in good faith with Jetlines to enable Jetlines to make such adjustments to the terms and conditions of this Agreement and the Amalgamation as Inovent deems appropriate and as would enable Inovent to proceed with the Amalgamation and any related transactions on such adjusted terms. The Inovent Board will review any proposal by Jetlines to amend the terms of the Amalgamation in order to determine, in good faith in the exercise of its fiduciary duties and consistent with Subsection 7.2(a), whether Jetlines's proposal to amend the Amalgamation would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation.
- (g) The Inovent Board shall promptly reaffirm its recommendation of the Amalgamation by press release after: (x) any Acquisition Proposal which the Inovent Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Inovent Board determines that a proposed amendment to the terms of the Amalgamation would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Jetlines has so amended the terms of the Amalgamation. Jetlines and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Inovent, acting reasonably.
- (h) Nothing in this Agreement shall prevent the Inovent Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Jetlines having suffered a Jetlines Material Adverse Effect. Further, nothing in this Agreement shall prevent the Inovent Board from making any disclosure to the securityholders of Inovent if the Inovent Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Inovent Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Inovent Board shall be permitted to make such disclosure, the Inovent Board shall not be permitted to make an Inovent Change in Recommendation, other than as permitted by Section 7.2(e) or the first sentence of this paragraph. Jetlines and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Inovent, acting reasonably.

- (i) Inovent acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.2.
- (j) Inovent shall ensure that the officers, directors and employees of Inovent and any investment bankers or other advisors or representatives retained by Inovent in connection with the transactions contemplated by this Agreement are aware of the provisions of this Section, and Inovent shall be responsible for any breach of this Section 7.2 by such officers, directors, employees, investment bankers, advisors or representatives.
- (k) If Inovent provides Jetlines with the notice of an Acquisition Proposal contemplated in this Section 7.2 on a date that is less than seven calendar days prior to the Inovent Meeting, if requested by Jetlines, Inovent shall adjourn the Inovent Meeting to a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Inovent Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

7.3 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement pursuant to its terms, subject to compliance with applicable Law and the terms of any existing Contracts, each Party shall, and shall cause their respective Representatives to afford to the other Party and to Representatives of the other Party such access as the other Party may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts, and shall furnish Inovent the other Party with all data and information as the other Party may reasonably request.

7.4 Notices of Certain Events

- (a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement pursuant to its terms and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:
 - (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time (provided that this clause (i) shall not apply in the case of any event or state of facts resulting from the actions or omissions of a Party which are required under this Agreement); or
 - (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time,

provided, however, that the delivery of any notice pursuant to this Section 7.4 shall not limit or otherwise affect the remedies available hereunder to the Party receiving that notice.

- (b) No Party may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or any termination right arising therefrom under Section 8.2(a)(iii)(B) or Section 8.2(a)(iv)(B) unless, prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the expiration of a period of five Business Days from such notice.

ARTICLE 8

TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination

- (a) This Agreement may be terminated at any time prior to the Effective Time (notwithstanding Inovent Shareholder Approval or Jetlines Shareholder Approval):
 - (i) by mutual written agreement of Jetlines and Inovent;
 - (ii) by either Jetlines or Inovent, if:
 - (A) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this 8.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;
 - (B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibited or enjoins Jetlines or Inovent from consummating the Amalgamation and such applicable Law or injunction shall have become final and non-appealable;

- (C) the Inovent Shareholder Approval shall not have been obtained at the Inovent Meeting; or
 - (D) Jetlines Shareholder Approval shall not have been obtained at the Jetlines Meeting;
- (iii) by Inovent, if:
- (A) prior to the Effective Time: (1) subject to Section 7.1(a)(iv), the Jetlines Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Inovent or fails to publicly reaffirm its unanimous recommendation of the Amalgamation within three calendar days (and in any case prior to the Jetlines Meeting) after having been requested in writing by Inovent to do so, in a manner adverse to Inovent (a “**Jetlines Change in Recommendation**”); (2) the Jetlines Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Jetlines shall have breached Section 7.1 in any material respect;
 - (B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Jetlines set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.2(a) or Section 6.2(b) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Inovent and provided that Inovent is not then in breach of this Agreement so as to cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied;
 - (C) Inovent has been notified in writing by Jetlines of a Jetlines Proposed Agreement in accordance with Section 7.1(e), and either: (i) Inovent does not deliver an amended Amalgamation proposal within five Business Days of delivery of the Jetlines Proposed Agreement to Inovent; or (ii) Inovent delivers an amended Amalgamation proposal pursuant to Section 7.1(f) but the Jetlines Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Jetlines Proposed Agreement continues to be a Superior Proposal in comparison to the amended Amalgamation terms offered by Inovent;
 - (D) it wishes to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Section 7.2(d)), subject to compliance with Section 7.2 in all material respects; or

- (iv) by Jetlines, if
 - (A) prior to the Effective Time: (1) subject to Section 7.2(a)(iv), the Inovent Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Jetlines or fails to publicly reaffirm its unanimous recommendation of the Amalgamation within three calendar days (and in any case prior to the Inovent Meeting) after having been requested in writing by Jetlines to do so, in a manner adverse to Jetlines (an **“Inovent Change in Recommendation”**); (2) the Inovent Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Inovent shall have breached Section 7.2 in any material respect;
 - (B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Inovent set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.3(a) or 6.3(b) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date as reasonably determined by Jetlines and provided that Jetlines is not then in breach of this Agreement so as to cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied;
 - (C) Jetlines has been notified in writing by Inovent of an Inovent Proposed Agreement in accordance with Section 7.2(e), and either: (i) Jetlines does not deliver an amended Amalgamation proposal within five Business Days of delivery of the Inovent Proposed Agreement to Jetlines; or (ii) Jetlines delivers an amended Amalgamation proposal pursuant to Section 7.2(f) but the Inovent Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Inovent Proposed Agreement continues to be a Superior Proposal in comparison to the amended Amalgamation terms offered by Jetlines; or
 - (D) it wishes to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Section 7.1(d)), subject to compliance with Section 7.1 in all material respects.
- (b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party’s exercise of its termination right.
- (c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and be of no further force or effect without liability of any Party (or

any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that the provisions of this Section 8.2(c) and Sections 8.3, 9.1, 9.2, 9.3, 9.5, 9.6 and 9.8 and all related definitions set forth in Section 1.1 shall survive any termination hereof pursuant to Section 8.2.

8.3 Expenses

Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Amalgamation shall be paid by the Party incurring such fees, costs or expenses, provided that Jetlines will pay the fees, costs and expenses of Inovent in an amount up to \$30,000 in the event of termination of this Agreement pursuant to Section 8.2(a)(ii)(A) (subject to the proviso therein), 8.2(a)(ii) (D), 8.2(a)(iii)(A), 8.2(a)(iii)(B), 8.2(a)(iii)(C) or 8.2(a)(iv)(D).

8.4 Amendment

Subject to applicable Laws, this Agreement may, at any time and from time to time before or after the holding of the Jetlines Meeting or the Inovent Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or Authorization on the part of the Jetlines Shareholders or Inovent Shareholders, and any such amendment may without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

8.5 Waiver

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9 GENERAL PROVISIONS

9.1 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a business day then the notice shall be deemed to have been given and received on the next business day. Notice shall be sufficiently given if delivered (either in Person, by courier service or other personal method of delivery), or if transmitted by facsimile or email to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

(a) if to Inovent:

Inovent Capital Inc.
1130 - 400 Burrard Street
Vancouver, B.C.
V6C 3A6

Attention: David Brett, Chief Executive Officer
Facsimile: (604) 682-7576
Email: david@inoventcapital.com

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

Bull, Housser & Tupper LLP
900 - 900 Howe Street
Vancouver, B.C.
V6Z 2M4

Attention: David Hunter
Facsimile: (604) 646-2634
Email: dmh@bht.com

(b) if to Jetlines:

Canada Jetlines Ltd.
Room C4408, YVR International Terminal Bldg.
3211 Grant McConachie Way
Richmond, B.C.
V7B 0A4

Attention: Jim Scott, Chief Executive Officer
Facsimile: (604)
Email: jim.scott@jetlines.ca

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

Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, British Columbia
V6Z 2M1

Attention: Kevin SoroChan
Facsimile: (604) 643-1200
Email: ksoroChan@millerthomson.com

9.2 Governing Law; Waiver of Jury Trial

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

9.3 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at Law. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties.

9.4 Time of Essence

Time shall be of the essence in this Agreement.

9.5 Entire Agreement, Binding Effect and Assignment

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies

hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Parties.

9.6 No Liability

No director or officer of Inovent shall have any personal liability whatsoever to Jetlines under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Inovent. No director or officer of Jetlines shall have any personal liability whatsoever to Inovent under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Jetlines.

9.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.8 Counterparts, Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF Inovent and Jetlines have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

INOVENT CAPITAL INC.

By: (signed) "David Brett"
Name: David Brett
Title: CEO & Director

CANADA JETLINES LTD.

By: (signed) "Daniel J. Scott"
Name: Daniel James (Jim) Scott
Title: CEO

SCHEDULE A

CONTINUANCE RESOLUTION

IT IS RESOLVED THAT:

1. Inovent Capital Inc. ("Inovent") is hereby authorized to make an application to the Registrar of Companies, under the *Business Corporations Act* (British Columbia), requesting that Inovent be continued from the Province of British Columbia to the federal jurisdiction of Canada as if it had been incorporated under the laws of Canada (the "**Continuance**");
2. Inovent is hereby authorized to make an application to the Director under the *Canada Business Corporations Act* for a Certificate of Continuance continuing Inovent under the *Canada Business Corporations Act* ;
3. Any one director, officer or agent of Inovent be and is hereby authorized and directed to electronically file the Articles of Continuance under the *Canada Business Corporations Act* and the Certificate of Continuance under the *Business Corporations Act* (British Columbia);
4. The directors of Inovent are hereby authorized to revoke this resolution at any time prior to the Continuance becoming effective without further approval of the shareholders of Inovent and to determine not to proceed with the Continuance; and
5. Any one or more officers and directors of Inovent is hereby authorized and directed for and on behalf of Inovent to execute and deliver articles of amalgamation to the Director under the *Canada Business Corporations Act* and to execute and deliver for and in the name of and on behalf of Inovent, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action

SCHEDULE B

INOVENT AMALGAMATION RESOLUTION

IT IS RESOLVED THAT:

1. The amalgamation (the “Amalgamation”) of Inovent Capital Inc. (“Inovent”) and Canada Jetlines Ltd. (“Jetlines”) upon substantially the terms and conditions set forth in the form of amalgamation agreement (the “Amalgamation Agreement”) between Inovent and Jetlines dated September 12, 2014 be and is hereby approved.
2. The Amalgamation Agreement, as it may be amended in accordance with its terms, is hereby approved.
3. The actions of the directors of Inovent in connection with the Amalgamation are hereby approved.
4. Any one or more officers and directors of Inovent is hereby authorized and directed for and on behalf of Inovent to execute and deliver articles of amalgamation to the Director under the *Canada Business Corporations Act* and to execute and deliver for and in the name of and on behalf of Inovent, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action.
5. The directors of Inovent are hereby authorized to revoke this resolution at any time prior to the Amalgamation becoming effective without further approval of the shareholders of Inovent and to determine not to proceed with the Amalgamation.

SCHEDULE C

JETLINES AMALGAMATION RESOLUTION

IT IS RESOLVED THAT:

1. The amalgamation (the “Amalgamation”) of Inovent Capital Inc. (“Inovent”) and Canada Jetlines Ltd. (“Jetlines”) upon substantially the terms and conditions set forth in the form of amalgamation agreement (the “Amalgamation Agreement”) between Inovent and Jetlines dated September 12, 2014 be and is hereby approved.
2. The Amalgamation Agreement, as it may be amended in accordance with its terms, is hereby approved.
3. The actions of the directors of Jetlines in connection with the Amalgamation are hereby approved.
4. Any one or more officers and directors of Jetlines is hereby authorized and directed for and on behalf of Jetlines to execute and deliver articles of amalgamation to the Director under the *Canada Business Corporations Act* and to execute and deliver for and in the name of and on behalf of Jetlines, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action.
5. The directors of Jetlines are hereby authorized to revoke this resolution at any time prior to the Amalgamation becoming effective without further approval of the shareholders of Jetlines and to determine not to proceed with the Amalgamation.

SCHEDULE D
FORM OF INOVENT VOTING AGREEMENT

THIS AGREEMENT is made as of _____, 2014

BETWEEN:

CANADA JETLINES LTD., a corporation incorporated under
the laws of Canada ("**Jetlines**")

AND:

_____ (the "**Securityholder**")

RECITALS:

1. The Securityholder is the beneficial owner of, or has control or direction over, the Subject Securities (as defined herein).
2. The Securityholder understands that Jetlines and Inovent Capital Inc. ("**Inovent**") are, concurrently with the execution and delivery of this Agreement, executing and delivering the Amalgamation Agreement.
3. 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 mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Amalgamation Agreement. In this Agreement, including the recitals:

"Amalgamation Agreement" means the amalgamation agreement dated as of the date hereof between Jetlines and Inovent;

"Business Day" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

“Expiry Time” has the meaning ascribed thereto in Section 3.1;

“Notice” has the meaning ascribed thereto in Section 4.7;

“Subject Securities” means the Subject Shares and any Inovent Options and Inovent Warrants owned or controlled by the Securityholder;

“Subject Shares” means all Inovent Shares owned or controlled by the Securityholder, which, for greater certainty, shall include any Inovent Shares issuable upon the exercise, exchange or conversion of any Inovent Options or Inovent Warrants owned or controlled by the Securityholder which may be exercised, converted into or exchanged for Inovent Shares and shall also include any and all distributions of cash, securities or other property made in respect of such Subject Shares on or after the date hereof other than distributions made in the ordinary course, and shall further include any Inovent Shares acquired or over which control is acquired after the date hereof by the Securityholder; and

“Transfer” has the meaning ascribed thereto in Section 3.1(a).

1.2 Singular; Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Currency

Unless otherwise expressly stated, all references to currency herein shall be deemed to be references to Canadian currency.

1.4 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereby

irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.7 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Subject Securities

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Jetlines (and acknowledges that Jetlines is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

- (a) the Securityholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder enforceable against it in accordance with its terms, subject to 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) the Inovent Shares, Inovent Options and Inovent Warrants as set forth in Schedule A, as applicable, represent all the securities of Jetlines beneficially owned, directly or indirectly, or controlled or directed by the Securityholder. Other than the securities set forth in Schedule A, neither the Securityholder nor any of its Affiliates (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of Inovent or any of its Affiliates or (ii) has any 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 Securityholder or any of its Affiliates to transfer to the Securityholder or any of its Affiliates of, additional securities of Jetlines or any of its Affiliates;
- (c) the Securityholder is, and will continue to be at the time at which the Subject Securities are acquired by Inovent under the Amalgamation, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;

- (d) the Securityholder has the sole right to sell and vote (to the extent permitted by the attributes of such Subject Securities or pursuant to applicable Laws, regulation or policy) or direct the sale and voting of the Subject Securities;
- (e) no Person has any agreement or option, or any right or privilege (whether by Laws, 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 Inovent pursuant to the Amalgamation;
- (f) none of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Jetlines's securityholders or give consents or approvals of any kind;
- (g) none of the execution and delivery by the Securityholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Securityholder with the Securityholder's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of the Securityholder; (ii) any Contract to which the Securityholder is a party or by which the Securityholder or any of the property or assets of the Securityholder are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;
- (h) no consent, waiver, approval, authorization, order, 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 Securityholder in connection with the execution and delivery by the Securityholder and enforcement against the Securityholder of this Agreement or the consummation of any transactions provided for herein (provided that the Securityholder makes no representations or warranties with respect to the consents, waivers, approvals, authorizations or declarations of or by, or filings with, or notices to any Governmental Entities or other third parties on the part of Jetlines or Inovent necessary for the consummation of the transactions contemplated by the Amalgamation Agreement); and
- (i) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner the Securityholder's ability to enter into this Agreement or perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities. There is no judgment, decree or order against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of the

Securityholder to enter into this Agreement, to perform its obligations under this Agreement or the title of the Securityholder to any of the Subject Securities.

2.2 Representations and Warranties of Jetlines

Inovent represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

- (j) Jetlines is a corporation incorporated or formed under the Laws of its jurisdiction and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Jetlines. This Agreement constitutes a valid and binding obligation of Jetlines enforceable against it in accordance with its terms, subject to 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;
- (k) none of the execution and delivery by Jetlines of this Agreement or the completion of the transactions contemplated hereby or the compliance by Jetlines with Jetlines' obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents or resolutions of Inovent; (ii) any Contract to which Jetlines is a party or by which Jetlines or any of the property or assets of Inovent are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;
- (l) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Inovent, threatened against Jetlines or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner Jetlines' ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Inovent or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of Jetlines to enter into this Agreement or to perform its obligations under this Agreement; and
- (m) no consent, waiver, approval, authorization, order, 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 Jetlines in connection with the execution and delivery by Jetlines and enforcement against Jetlines of this Agreement or the consummation of any transactions provided for herein, except for, in either case, for those specifically set forth in the

Amalgamation Agreement with respect to the consummation of the Amalgamation.

ARTICLE 3 COVENANTS

3.1 Covenants of the Securityholder

The Securityholder hereby irrevocably and unconditionally covenants with Jetlines that from the date of this Agreement until the earlier of (i) the termination of this Agreement in accordance with its terms and (ii) the Effective Time (such earlier time being the “**Expiry Time**”), the Securityholder shall:

- (a) not (A) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in (including by way of deposit or tender under any take-over bid) (any such event, a “**Transfer**”) any of the Subject Securities, other than the exercise, exchange or conversion of Inovent Options or Inovent Warrants in accordance with their terms for Inovent Shares that will become subject to this Agreement as if they were Subject Shares owned by the Securityholder on the date hereof, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than pursuant to the Amalgamation Agreement, without having first obtained the prior written consent of Jetlines, or (B) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Securities into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Securities, or enter into a voting agreement, understanding or arrangement with respect to the right to vote, call meetings of Inovent Shareholders or give consents or approval of any kind with respect to any Subject Securities.
- (b) vote (or cause to be voted) all the Subject Securities at any meeting of any of the securityholders of Jetlines at which the Shareholder is entitled to vote, including without limitation the Inovent Meeting, and in any action by written consent of the securityholders of Inovent:
 - (i) in favour of the approval, consent, ratification and adoption of the Amalgamation Resolution and the transactions contemplated by the Amalgamation Agreement (and any actions required for the consummation of the transactions contemplated by the Amalgamation Agreement); and
 - (ii) against any:
 - (A) merger, reorganization, consolidation, amalgamation, arrangement, business combination, or share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Inovent;

- (B) sale, lease or transfer of any significant part of the assets of Inovent;
 - (C) Acquisition Proposal;
 - (D) material change in the capitalization of Inovent or the corporate structure or constating documents of Inovent;
- (other than the transactions contemplated by the Amalgamation Agreement, and any other agreement or transaction involving Inovent or its Affiliates)
- (E) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Amalgamation Agreement; and
 - (F) action that would result in an Inovent Material Adverse Effect (other than the transactions contemplated by the Amalgamation Agreement).

In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby irrevocably and unconditionally agrees to deposit a proxy, duly completed and executed in respect of all of the Subject Securities at least 10 days prior to the Inovent Meeting, voting all such Subject Securities in favour of the Inovent Amalgamation Resolution. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement is terminated in accordance with Section 4.1.

- (c) not, without the prior written consent of Jetlines, requisition or join in the requisition of any meeting of any of the securityholders of Inovent for the purpose of considering any resolution.
- (d) not, directly or indirectly: (A) solicit, initiate, encourage or otherwise facilitate (including by way of entering into any agreement, arrangement or understanding) inquiries, proposals or offers from, or provide information to, any other person, entity or group (other than Jetlines) relating to any Acquisition Proposal, (B) participate in any discussions or negotiations regarding any Acquisition Proposal, or (C) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or undertaking related to any Acquisition Proposal. Nothing hereunder shall prevent any shareholder, director or officer of the Securityholder who is a director or officer of Inovent from doing any act or thing that such director or officer is properly obligated to do in such capacity, provided that such act or thing is permitted by and is done in compliance with the terms of the Amalgamation Agreement.

- (e) immediately: (A) cease and cause to be terminated any and all existing discussions and negotiations, if any, with any person or group or any agent or representative of such person or group before the date of this Agreement with respect to any Acquisition Proposal or potential Acquisition Proposal; and (B) notify Jetlines of any Acquisition Proposal or inquiry that could lead to an Acquisition Proposal of which the Securityholder or, to the knowledge of the Securityholder, any of the shareholders, directors or officers of the Securityholder becomes aware. Such notification shall be made first orally and then in writing and shall include the identity of the person making such Acquisition Proposal or inquiry, a description of the material terms thereof, together with a copy of all documentation relating to such Acquisition Proposal or inquiry; provided however that such notification shall not be required if Jetlines has already notified Inovent.
- (f) waives any rights of appraisal or rights of dissent that the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.
- (g) agrees to promptly notify Jetlines of any acquisitions by the Securityholder or any of its respective Affiliates of any securities of Inovent, if any, after the date hereof, which, for greater certainty, shall include any Inovent Options or Inovent Warrants, and any Inovent Shares issuable upon the exercise or conversion of any Inovent Options or Inovent Warrants owned or controlled by the Shareholder which may be exercised, converted into or exchanged for Inovent Shares. Any such securities shall be subject to the terms of this Agreement as though they were Subject Securities owned by the Securityholder on the date hereof.
- (h) agrees to not: (A) exercise any securityholder rights or remedies available at common law or pursuant to applicable securities legislation; or (B) take any other action of any kind, in each case which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.
- (i) consents to: (A) details of this Agreement being set out in any information circular and court documents produced by Inovent, Jetlines or any of their respective Affiliates in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and (B) this Agreement being made publicly available, including by filing on SEDAR and if required or reasonably desirable, with the U.S. SEC.
- (j) except as required by applicable Law or applicable stock exchange requirements, the Securityholder shall not make any public announcement or statement with respect to the transactions contemplated herein or pursuant to the Amalgamation Agreement without the prior written approval of Inovent.

3.2 Covenants of Jetlines

- (a) Jetlines hereby covenants to consummate the transactions contemplated by the Amalgamation Agreement, in accordance with the terms thereof.
- (b) Jetlines hereby covenants to use its reasonable commercial efforts to assist Inovent in effecting the Amalgamation and to successfully complete the Amalgamation in the manner contemplated by this Agreement and the Amalgamation Agreement.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect only upon the earliest of:

- (a) the written agreement of Jetlines and the Securityholder;
- (b) the termination of the Amalgamation Agreement in accordance with its terms;
- (c) written notice by the Securityholder if:
 - (i) Jetlines has not complied in all material respects with the covenants in Section 3.2; or
 - (ii) Jetlines, without the prior written consent of the Securityholder, otherwise varies the terms of the Amalgamation Agreement in a manner that is materially adverse to the Securityholder;
- (d) the Effective Time; or
- (e) the Outside Date.

4.2 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Inovent agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

4.3 Equitable Relief

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by the Securityholder in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by the Securityholder, Jetlines shall be entitled to an injunction or injunctions and other equitable relief and shall be entitled to obtain an order or orders for specific performance as

may be necessary to ensure that the Securityholder complies with and performs its obligations under this Agreement. The Securityholder hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be the exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.4 Capacity and Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his or her fiduciary duties as a director or officer of Inovent or any subsidiary of Inovent. Jetlines further hereby agrees that the Securityholder is making the agreement or understandings herein solely in its capacity as a securityholder of Inovent and the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its affiliates, directors or officers in his or her capacity as a director or officer of Inovent. For greater certainty, nothing herein shall restrict any person from taking in good faith any actions, or in any way limit any actions that a person may take, necessary to discharge such person's fiduciary duties as a director or officer of Inovent.

4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Inovent or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.6 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto.

4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) if to Jetlines:

Canada Jetlines Ltd.
Room C4408, YVR International Terminal Bldg.
3211 Grant McConachie Way
Richmond, B.C.
V7B 0A4

Attention: Jim Scott, Chief Executive Officer
Facsimile: (604)
Email: jim.scott@jetlines.ca

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

Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, British Columbia
V6Z 2M1

Attention: Kevin SoroChan
Facsimile: (604) 643-1200
Email: ksoroChan@millerthomson.com

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.8 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. 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.

4.9 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Jetlines may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

4.10 Expenses

Each party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.11 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.12 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.13 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles together constitute one and the same agreement.

[Remainder of page left intentionally blank.]

IN WITNESS OF WHICH the parties have executed this Agreement.

CANADA JETLINES LTD.

By: _____

Name:

Title:

This Agreement has been agreed and accepted as of the date first set out above.

Witness

Name:

Title:

SCHEDULE “A”
TO INOVENT VOTING AGREEMENT

Registered Owner	Beneficial Owner	Inovent Shares	Inovent Options	Inovent Warrants

SCHEDULE E
FORM OF JETLINES VOTING AGREEMENT

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of _____, 2014

BETWEEN:

INOVENT CAPITAL INC., a corporation incorporated under the laws of British Columbia ("**Inovent**")

AND:

_____ (the "**Securityholder**")

RECITALS:

1. The Securityholder is the beneficial owner of, or has control or direction over, the Subject Securities (as defined herein).
2. The Securityholder understands that Inovent and Canada Jetlines Ltd. ("**Jetlines**") are, concurrently with the execution and delivery of this Agreement, executing and delivering the Amalgamation Agreement.
3. 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 mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Amalgamation Agreement. In this Agreement, including the recitals:

"**Amalgamation Agreement**" means the amalgamation agreement dated as of the date hereof between Jetlines and Inovent;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

“Expiry Time” has the meaning ascribed thereto in Section 3.1;

“Notice” has the meaning ascribed thereto in Section 4.7;

“Subject Securities” means the Subject Shares and any Jetlines Options and Jetlines Warrants owned or controlled by the Securityholder;

“Subject Shares” means all Jetlines Shares owned or controlled by the Securityholder, which, for greater certainty, shall include any Jetlines Shares issuable upon the exercise, exchange or conversion of any Jetlines Options or Jetlines Warrants owned or controlled by the Securityholder which may be exercised, converted into or exchanged for Jetlines Shares and shall also include any and all distributions of cash, securities or other property made in respect of such Subject Shares on or after the date hereof other than distributions made in the ordinary course, and shall further include any Jetlines Shares acquired or over which control is acquired after the date hereof by the Securityholder; and

“Transfer” has the meaning ascribed thereto in Section 3.1(a).

1.2 Singular; Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Currency

Unless otherwise expressly stated, all references to currency herein shall be deemed to be references to Canadian currency.

1.4 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereby

irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.7 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Subject Securities

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Inovent (and acknowledges that Inovent is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

- (a) the Securityholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder enforceable against it in accordance with its terms, subject to 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) the Jetlines Shares, Jetlines Options and Jetlines Warrants as set forth in Schedule A, as applicable, represent all the securities of Jetlines beneficially owned, directly or indirectly, or controlled or directed by the Securityholder. Other than the securities set forth in Schedule A, neither the Securityholder nor any of its Affiliates (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of Jetlines or any of its Affiliates or (ii) has any 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 Securityholder or any of its Affiliates to transfer to the Securityholder or any of its Affiliates of, additional securities of Jetlines or any of its Affiliates;
- (c) the Securityholder is, and will continue to be at the time at which the Subject Securities are acquired by Inovent under the Amalgamation, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;

- (d) the Securityholder has the sole right to sell and vote (to the extent permitted by the attributes of such Subject Securities or pursuant to applicable Laws, regulation or policy) or direct the sale and voting of the Subject Securities;
- (e) no Person has any agreement or option, or any right or privilege (whether by Laws, 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 Inovent pursuant to the Amalgamation;
- (f) none of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Jetlines's securityholders or give consents or approvals of any kind;
- (g) none of the execution and delivery by the Securityholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Securityholder with the Securityholder's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of the Securityholder; (ii) any Contract to which the Securityholder is a party or by which the Securityholder or any of the property or assets of the Securityholder are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;
- (h) no consent, waiver, approval, authorization, order, 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 Securityholder in connection with the execution and delivery by the Securityholder and enforcement against the Securityholder of this Agreement or the consummation of any transactions provided for herein (provided that the Securityholder makes no representations or warranties with respect to the consents, waivers, approvals, authorizations or declarations of or by, or filings with, or notices to any Governmental Entities or other third parties on the part of Jetlines or Inovent necessary for the consummation of the transactions contemplated by the Amalgamation Agreement); and
- (i) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner the Securityholder's ability to enter into this Agreement or perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities. There is no judgment, decree or order against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of the

Securityholder to enter into this Agreement, to perform its obligations under this Agreement or the title of the Securityholder to any of the Subject Securities.

2.2 Representations and Warranties of Inovent

Inovent represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

- (a) Inovent is a corporation incorporated or formed under the Laws of its jurisdiction and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Inovent. This Agreement constitutes a valid and binding obligation of Inovent enforceable against it in accordance with its terms, subject to 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) none of the execution and delivery by Inovent of this Agreement or the completion of the transactions contemplated hereby or the compliance by Inovent with Inovent's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents or resolutions of Inovent; (ii) any Contract to which Inovent is a party or by which Inovent or any of the property or assets of Inovent are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;
- (c) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Inovent, threatened against Inovent or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner Inovent's ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Inovent or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of Inovent to enter into this Agreement or to perform its obligations under this Agreement; and
- (d) no consent, waiver, approval, authorization, order, 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 Inovent in connection with the execution and delivery by Inovent and enforcement against Inovent of this Agreement or the consummation of any transactions provided for herein, except for, in either case, for those specifically

set forth in the Amalgamation Agreement with respect to the consummation of the Amalgamation.

ARTICLE 3 COVENANTS

3.1 Covenants of the Securityholder

The Securityholder hereby irrevocably and unconditionally covenants with Inovent that from the date of this Agreement until the earlier of (i) the termination of this Agreement in accordance with its terms and (ii) the Effective Time (such earlier time being the “**Expiry Time**”), the Securityholder shall:

- (a) not (A) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in (including by way of deposit or tender under any take-over bid) (any such event, a “**Transfer**”) any of the Subject Securities, other than the exercise, exchange or conversion of Jetlines Options or Jetlines Warrants in accordance with their terms for Jetlines Shares that will become subject to this Agreement as if they were Subject Shares owned by the Securityholder on the date hereof, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than pursuant to the Amalgamation Agreement, without having first obtained the prior written consent of Inovent, or (B) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Securities into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Securities, or enter into a voting agreement, understanding or arrangement with respect to the right to vote, call meetings of Jetlines Shareholders or give consents or approval of any kind with respect to any Subject Securities.
- (b) vote (or cause to be voted) all the Subject Securities at any meeting of any of the securityholders of Jetlines at which the Shareholder is entitled to vote, including without limitation the Jetlines Meeting, and in any action by written consent of the securityholders of Jetlines:
 - (i) in favour of the approval, consent, ratification and adoption of the Jetlines Amalgamation Resolution and the transactions contemplated by the Amalgamation Agreement (and any actions required for the consummation of the transactions contemplated by the Amalgamation Agreement); and
 - (ii) against any:
 - (A) merger, reorganization, consolidation, amalgamation, arrangement, business combination, or share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Jetlines;

- (B) sale, lease or transfer of any significant part of the assets of Jetlines;
 - (C) Acquisition Proposal;
 - (D) material change in the capitalization of Jetlines or the corporate structure or constating documents of Jetlines;
- (other than the transactions contemplated by the Amalgamation Agreement, and any other agreement or transaction involving Inovent or its Affiliates)
- (E) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Amalgamation Agreement; and
 - (F) action that would result in a Jetlines Material Adverse Effect (other than the transactions contemplated by the Amalgamation Agreement).

In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby irrevocably and unconditionally agrees to deposit a proxy, duly completed and executed in respect of all of the Subject Securities at least 10 days prior to the Jetlines Meeting, voting all such Subject Securities in favour of the Jetlines Amalgamation Resolution. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement is terminated in accordance with Section 4.1.

- (c) not, without the prior written consent of Inovent, requisition or join in the requisition of any meeting of any of the securityholders of Jetlines for the purpose of considering any resolution.
- (d) not, directly or indirectly: (A) solicit, initiate, encourage or otherwise facilitate (including by way of entering into any agreement, arrangement or understanding) inquiries, proposals or offers from, or provide information to, any other person, entity or group (other than Inovent) relating to any Acquisition Proposal, (B) participate in any discussions or negotiations regarding any Acquisition Proposal, or (C) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or undertaking related to any Acquisition Proposal. Nothing hereunder shall prevent any shareholder, director or officer of the Securityholder who is a director or officer of Jetlines from doing any act or thing that such director or officer is properly obligated to do in such capacity, provided that such act or thing is permitted by and is done in compliance with the terms of the Amalgamation Agreement.

- (e) immediately: (A) cease and cause to be terminated any and all existing discussions and negotiations, if any, with any person or group or any agent or representative of such person or group before the date of this Agreement with respect to any Acquisition Proposal or potential Acquisition Proposal; and (B) notify Inovent of any Acquisition Proposal or inquiry that could lead to an Acquisition Proposal of which the Securityholder or, to the knowledge of the Securityholder, any of the shareholders, directors or officers of the Securityholder becomes aware. Such notification shall be made first orally and then in writing and shall include the identity of the person making such Acquisition Proposal or inquiry, a description of the material terms thereof, together with a copy of all documentation relating to such Acquisition Proposal or inquiry; provided however that such notification shall not be required if Jetlines has already notified Inovent.
- (f) waives any rights of appraisal or rights of dissent that the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.
- (g) agrees to promptly notify Inovent of any acquisitions by the Securityholder or any of its respective Affiliates of any securities of Jetlines, if any, after the date hereof, which, for greater certainty, shall include any Jetlines Options or Jetlines Warrants, and any Jetlines Shares issuable upon the exercise or conversion of any Jetlines Options or Jetlines Warrants owned or controlled by the Shareholder which may be exercised, converted into or exchanged for Jetlines Shares. Any such securities shall be subject to the terms of this Agreement as though they were Subject Securities owned by the Securityholder on the date hereof.
- (h) agrees to not: (A) exercise any securityholder rights or remedies available at common law or pursuant to applicable securities legislation; or (B) take any other action of any kind, in each case which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.
- (i) consents to: (A) details of this Agreement being set out in any information circular and court documents produced by Jetlines, Inovent or any of their respective Affiliates in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and (B) this Agreement being made publicly available, including by filing on SEDAR and if required or reasonably desirable, with the U.S. SEC.
- (j) except as required by applicable Law or applicable stock exchange requirements, the Securityholder shall not make any public announcement or statement with respect to the transactions contemplated herein or pursuant to the Amalgamation Agreement without the prior written approval of Inovent.

3.2 Covenants of Inovent

- (a) Inovent hereby covenants to consummate the transactions contemplated by the Amalgamation Agreement, in accordance with the terms thereof.
- (b) Inovent hereby covenants to use its reasonable commercial efforts to assist Jetlines in effecting the Amalgamation and to successfully complete the Amalgamation in the manner contemplated by this Agreement and the Amalgamation Agreement.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect only upon the earliest of:

- (a) the written agreement of Inovent and the Securityholder;
- (b) the termination of the Amalgamation Agreement in accordance with its terms;
- (c) written notice by the Securityholder if:
 - (i) Inovent has not complied in all material respects with the covenants in Section 3.2; or
 - (ii) Inovent, without the prior written consent of the Securityholder, otherwise varies the terms of the Amalgamation Agreement in a manner that is materially adverse to the Securityholder;
- (d) the Effective Time; or
- (e) the Outside Date.

4.2 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Inovent agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

4.3 Equitable Relief

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by the Securityholder in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by the Securityholder, Inovent shall be entitled to an injunction or injunctions and other equitable relief and shall be entitled to obtain an order or orders for specific performance as

may be necessary to ensure that the Securityholder complies with and performs its obligations under this Agreement. The Securityholder hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be the exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.4 Capacity and Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his or her fiduciary duties as a director or officer of Jetlines or any subsidiary of Jetlines. Inovent further hereby agrees that the Securityholder is making the agreement or understandings herein solely in its capacity as a securityholder of Jetlines and the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its affiliates, directors or officers in his or her capacity as a director or officer of Jetlines. For greater certainty, nothing herein shall restrict any person from taking in good faith any actions, or in any way limit any actions that a person may take, necessary to discharge such person's fiduciary duties as a director or officer of Jetlines.

4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Inovent or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.6 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto.

4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) if to Inovent:

Inovent Capital Inc.
1130 - 400 Burrard Street
Vancouver, B.C.
V6C 3A6

Attention: David Brett, Chief Executive Officer

Facsimile: (604) 682-7576
Email: david@inoventcapital.com

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

Bull, Housser & Tupper LLP
900 - 900 Howe Street
Vancouver, B.C.
V6Z 2M4

Attention: David Hunter
Facsimile: (604) 641-4949
Email: dmh@bht.com

(b) if to the Securityholder:

Attention: _____
Facsimile: _____
Email: _____

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.8 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. 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.

4.9 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Inovent may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

4.10 Expenses

Each party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.11 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.12 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.13 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles together constitute one and the same agreement.

[Remainder of page left intentionally blank.]

IN WITNESS OF WHICH the parties have executed this Agreement.

INOVENT CAPITAL INC.

By: _____

Name:

Title:

This Agreement has been agreed and accepted as of the date first set out above.

Witness

Name:

Title:

SCHEDULE “A”
TO JETLINES VOTING AGREEMENT

Registered Owner	Beneficial Owner	Jetlines Options	Jetlines Shares	Jetlines Warrants

SCHEDULE F

ARTICLES OF AMALGAMATION

See attached.