

This is **Exhibit "15"** referred to in the Affidavit of Mark Horrox sworn before me this 5th day November, 2019.

A handwritten signature in black ink, appearing to read 'C. Simard', written over a horizontal line.

CHRIS SIMARD
Barrister and Solicitor

PROMISSORY NOTE

\$1,000,000

October 11, 2019

FOR VALUE RECEIVED, the undersigned, ACCEL CANADA HOLDINGS LIMITED (the “**Borrower**”), ACCEL ENERGY LIMITED, ACCEL ENERGY SERVICES CANADA LIMITED, MICHAEL WILLIAMS, WAYNE CHODZICKI and JONATHAN SCHROEDER (each a “**Guarantor**”, and together with ACHL, the “**Obligors**”) jointly and severally promise to pay to the order of THIRD EYE CAPITAL CORPORATION (the “**Lender**”) the principal amount of One Million Dollars (\$1,000,000), together with interest thereon as set forth below, at its offices or such other place as the Lender may designate in writing.

This promissory note (the “**Note**”) is being issued to the Lender in connection with the Credit Agreement dated November 3, 2017 (as amended, restated, supplemented, revised, or replaced from time to time, the “**Credit Agreement**”) by and among the Obligors, Third Eye Capital Corporation, as agent for certain Lenders thereunder (in such capacity, the “**Agent**”) and the Lenders thereunder. Capitalized terms used but not defined herein shall have the meaning given to them in the Credit Agreement. This Note is a Credit Document under the Credit Agreement and is subject to the provisions of the Credit Agreement. All debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Obligors hereunder constitute Obligations under the Credit Agreement.

- 1. Use of Proceeds.** The proceeds of this Note may only be used by the Obligors for specific working capital purposes as approved by the Lender in its sole discretion.
- 2. Interest.** From the date hereof until the repayment of this Note in full, interest on the principal amount outstanding shall be calculated at the rate of 12% per annum, and paid monthly in arrears; provided, however, that in the event of a default under the Credit Agreement or non-payment of this Note by the Maturity Date, the interest rate shall be increased to 22% per annum.
- 3. Maturity Date.** The outstanding principal balance of the indebtedness evidenced hereby, plus any accrued but unpaid interest and any other sums due hereunder, shall be due and payable in full on DEMAND by the Lender or upon a Default under the Credit Agreement (the “**Maturity Date**”).
- 4. Acknowledgement of Security.** The Obligors hereby acknowledge, confirm and agree that this Note is secured by valid and enforceable liens and security interests upon and in the property and assets of the Obligors as described in the Credit Agreement and each of the other Credit Documents.
- 5. Additional Obligations of the Obligors.** As further consideration for the Lender providing the funds contemplated under this Note, the Obligors hereby agree to, upon the request of the Lender, take such action, and execute and deliver such further documents

as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Note.

6. **Waivers.** Each Obligor hereby waives demand, presentment for payment, notice of dishonor, protest, and notice of protest and diligence in collection or bringing suit. Time is of the essence.
7. **Attorneys' Fees.** Each Obligor agrees to pay reasonable attorneys' fees and costs incurred by the Lender in collecting on this Note, whether by suit or otherwise.
8. **Paramountcy.** In the event of any conflicts between the provisions of this Note and any provisions of the Credit Agreement, solely in connection with this Note, the provisions of this Note shall prevail and be paramount.
9. **Severability.** In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.
10. **Miscellaneous.** This Note and the obligations hereunder may not be assigned by Obligors without the prior written consent of the Lender. This Note and the rights hereunder may be assigned by the Lender without the consent of the Obligors. As used herein, the terms "Obligors" and "Lender" shall be deemed to include their respective successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. Each Obligor hereby submits to jurisdiction in the Province of Ontario and this Note shall be governed by and be construed in accordance with the laws of the Province of Ontario. This Note may not be modified except by written agreement signed by the Obligors and the Lender.

{Signature appears on following page}

IN WITNESS WHEREOF, each Obligor has caused this Note to be executed and delivered under seal as of the date first set forth above.

ACCEL CANADA HOLDINGS LIMITED

By: 
Name: Michael Williams
Title: Director

ACCEL ENERGY LIMITED

By: 
Name: Michael Williams
Title: Director

ACCEL ENERGY SERVICES CANADA LIMITED

By: 
Name: Michael Williams
Title: Director



Michael Williams



Wayne Chodzicki



Jonathan Schroeder