COURT FILE NUMBER	1801-09188	Clerk's Stamp: CLERK OF THE COURT FILED JUN 29 2018 JUDICIAL CENTRE OF CALGARY
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	THIRD EYE CAPITAL CORPORATION	
RESPONDENTS	OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC. 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.	
DOCUMENT	**AFFIDAVIT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Burnet, Duckworth & Palmer LLP** 2400, 525 – 8 Avenue SW Calgary, Alberta T2P 1G1 Attention: David LeGeyt Phone Number: (403) 260-0210 Fax Number: (403) 260-0332 Email Address: dlg@bdplaw.com File No.: 75955-1	

AFFIDAVIT OF **KENNETH I. MIZERA**

SWORN ON **JUNE 29, 2018**

INTRODUCTION

I, KENNETH I. MIZERA of City of Calgary, in the Province of Alberta, Businessman, SWEAR AND SAY THAT:

1. I am the sole officer and director of Airborne Energy Solutions Inc. ("AES") and as such have a personal knowledge of the matters hereinafter deposed to except where otherwise stated to be based upon information and belief, and where so stated, I do verily believe the same to be true.

2. I make this Affidavit:

(a) in opposition to the Application for the appointment of a receiver over the Business (defined below) which AES has purchased; and

(b) in support of an order permitting AES to continue to prosecute the AES Action (defined below).

BACKGROUND

3. On June 13, 2018 AES, as Plaintiff, commenced an action in Court of Queen's Bench of Alberta, Action No. 1801-08383 (the "AES Action"), in the Judicial Centre of Calgary, against the Defendants, OpsMobil Group Inc., OpsMobil Inc., OpsMobil Energy Services Ltd. (collectively, "OpsMobil") and Third Eye Capital Corporation ("TEC") related to a purchase and sale agreement wherein OpsMobil, as vendor, agreed to sell to AES, as purchaser (the "PSA") a certain segmented business of OpsMobil's overall business related to the aerial surveillance and scanning, chemical spraying and local charter business (the "Business"), and a transitional services agreement wherein OpsMobil agreed to provide to AES certain transition services to assist AES with its operation of the Business until the Business was fully integrated with AES (the "TSA"), both agreements being dated December 14, 2017. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a copy of such filed Statement of Claim.

4. On June 14, 2018, upon application by AES, Justice K. Eidsvik granted a Preservation Order preserving the accounts receivable of the Business. Such accounts receivable were ordered to be paid by OpsMobil into a Trust Account with ATB, Account No. 760-00182687579 (the "Segregated Account"). The Preservation Order was not opposed by TEC OpsMobil. A copy of such filed Preservation Order is attached hereto and marked as **Exhibit "B"** to this my Affidavit.

5. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of my Affidavit dated June 9, 2018 sworn in support of the application of AES for the Preservation Order.

6. I do verily state that the evidence stated in my said Affidavit of June 9, 2018 remains true and correct.

EVENTS SUBSEQUENT TO AFFIDAVIT OF JUNE 9, 2018

7. In furtherance of my said Affidavit, I do verily believe based upon my continuing discussions with Ryan Tobber of OpsMobil that TEC continues to improperly and in bad faith threaten OpsMobil with severe financial repercussions in the event OpsMobil executes the agreed closing documents required to be signed by OpsMobil pursuant to the PSA.

8. On June 27, 2018 counsel for AES forwarded to counsel for OpsMobil, Gowling WLG LLP in trust, a trust cheque in the amount of $1,381,415 representing the agreed cash to close payable by AES to OpsMobil of $1,631,415 less the agreed environmental holdback of $250,000, together with duly executed signature pages of AES for the agreed closing documents which AES is required to execute pursuant to the PSA. Counsel for AES requested counsel for OpsMobil to once again re-approach TEC to seek TEC to honour its commitment to provide the agreed discharges of the TEC security against the purchased assets. To date, AES is yet to hear a response to such letter. A copy of such trust letter and trust cheque are collectively attached hereto and marked as **Exhibit 'D"** to this my Affidavit.

9. AES remains ready, willing and able to close the PSA as agreed, and to honour its obligations under the PSA and TSA.

10. I am informed by Ryan Tobber and do verily believe that OpsMobil would also forthwith complete the PSA, but for TEC's threatened financial consequences and refusal to honour its assurances, commitments and representations to supply the discharges of the TEC security.

11. I do verily state that TEC improperly seeks to take advantage through a receivership order to collapse the PSA and resell the Business for greater monies. If TEC is successful in obtaining any such Order and resells the Business to a third party, the result, in effect, will be that TEC improperly caused AES to finance the Business on TEC's behalf and improper benefit for approximately 8 months to AES's detriment and irreparable damage.

12. I do verily state that since the granting of the Preservation Order, and contrary to such Order, TEC has continued to divert and receive monies related to the accounts receivable of the Business through blocks TEC has placed on OpsMobil's bank accounts with ATB.

13. The account receivable monies of the Business held in the Segregated Account are the result of the sole efforts and work of AES. Further AES has operated the Business in good faith for the last 8 months, and has developed and increased the goodwill of the Business, all in anticipation of the PSA closing and AES formally becoming the owner of the Business.

14. I am advised by Karen Thompson of OpsMobil and do verily believe that she has requested a number of times of Nicole of TEC to return the diverted accounts receivable monies of the Business to the Segregated Account, and TEC has refused to do so.

15. On June 25, 2018 counsel for AES wrote a letter to Casey Howell of TEC requesting the return and deposit of the diverted accounts receivable monies to the Segregated Account. A copy of such letter is attached hereto and marked as **Exhibit "E"** to this my Affidavit.

16. On June 26, 2018, TEC deposited into the Segregated Account the sum of $236,675.18 (the "Returned Monies"). A recent copy of the bank statement for the Segregated Account is attached hereto and marked as **Exhibit "F"** to this my Affidavit.

17. I am not certain if the Returned Monies represent all of the monies in the possession of TEC which should have been deposited into the Segregated Account as I have not seen any accounting reconciliation or back-up information as to what this amount represents or is to be accounted for.

CONTINUING EQUITIES

18. As stated in the Preservation Order, AES will suffer irreparable harm if it is not granted relief.

19. AES has been in possession of the Business since November 1, 2017. The Business employs 41 people who are reliant upon such work to support their families. AES has grown and developed the Business and its goodwill, and AES intends to continue to do so.

20. AES supplies services to a number of companies (approximately 46 companies) which in turn supply essential services to the public. Such companies are reliant upon AES for their own compliance and safety issues, performance and related contracts i.e. pipeline safety reports, forest fires, etc. In doing so, AES has entered into a number of long term commitments, without any ability of cancellation, to supply such essential services to such vendors. AES intends to honour these commitments.

21. AES has invested, and continues to invest, substantial capital in excess of $2,200,000 in the operation of the Business without yet receiving any proper return. Most of the income return which AES expended such efforts for is held on deposit in the frozen Segregated Account.

22. In addition, AES has entered into a number of long term financial commitments for the Business including, without limitation, entering into new leases of former OpsMobil facilities at Villeneuve Airport and Rocky Mountain House Airport and aircraft leases. AES has also negotiated and committed to sign new 15 year leases on the Whitecourt Facility upon OpsMobil providing acceptable environmental reports to the landlord, Woodlands County.

23. Without this Business being separated and excluded from the other business of OpsMobil in any receivership order, there is a substantial meaningful risk that AES will lose its investment, efforts and value which it has added to the Business. Such event would also detrimentally effect many others including employees, vendors, landlords and governmental agencies. As well, perhaps just as importantly, TEC would be unjustly enriched by such an order for no juristic reason.

24. Finally, it is important to note that one of the components of the purchase price in the PSA is the forgiveness of debts owing by OpsMobil to AES in the amount of $1,748,652.23. This debt arose between AES and OpsMobil as a result of AES and its related entities leasing aircraft and providing other services to OpsMobil, who was unable to pay for these services. Nonetheless OpsMobil generated revenue from the aircraft it leased, and it kept this revenue, with the result that AES in effect and involuntarily financed the business of OpsMobil. The purchase of the Business by AES was agreed to by the parties as a mechanism for AES to recover this debt. I am informed by Ryan Tobber, and do verily believe, that TEC has advised one of the reasons it wants a receivership is to sell the business for all cash consideration to a third party as this will avoid this debt forgiveness contained in the PSA, notwithstanding TEC's previous agreement to the sale of the Business to AES pursuant to the PSA.

25. TEC has obstructed the closing of the PSA and has acted in bad faith.

26. I make this Affidavit in opposition to the appointment of a receiver over the Business, and in support of order and permitting AES to continue the AES action against OpsMobil and TEC, and for no improper purpose.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta this 29th day of June, 2018.	))))	
A Commissioner for Oaths in and for the Province of Alberta David LeGeyt Barrister & Solicitor		KENNETH I. MIZERA

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Form 10
Alberta Rules of Court
Rule 3.25

COURT FILE NO.	1801-08383	CLERK OF THE COURT FILED Clerk's Stamp JUN 13 2018 JUDICIAL CENTRE OF CALGARY
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	AIRBORNE ENERGY SOLUTIONS INC.	
DEFENDANTS	OPSMOBIL GROUP INC., OPSMOBIL INC., OPSMOBIL ENERGY SERVICES INC. and THIRD EYE CAPITAL CORPORATION	
DOCUMENT	**STATEMENT OF CLAIM**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MICHAEL W. MUDIE BARRISTER AND SOLICITOR 520 CRESCENT ROAD N.W. CALGARY, AB T2M 4A5 (Phone: 403-221-8600) / (Fax: 403-282-0719) File No. 2-3045	

NOTICE TO DEFENDANT(S)

You are being sued. You are a Defendant. Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

PARTIES

1. The Plaintiff, Airborne Energy Solutions Inc. ("AES") is a body corporate incorporated and carrying on business in the Province of Alberta pursuant to provisions of the *Business Corporations Act*, with its head office located in Calgary, Alberta.

2. The Defendants, OpsMobil Group Inc., OpsMobil Inc., OpsMobil Energy Services Inc. (collectively, "OpsMobil") are bodies corporate incorporated and carrying on business in the Province of Alberta and elsewhere in the aviation and oil and gas industry. OpsMobil's head office is located in Calgary, Alberta.

3. The Defendant, Third Eye Capital Corporation ("TEC") is a body corporate with its head office located in Toronto, Ontario. TEC acts as administrator for an investment group and is considered OpsMobil's lender.

TERM SHEET, PSA and TSA

4. On November 21, 2017 OpsMobil Group Inc., 1729613 Alberta Ltd. (later substituted by AES) and TEC executed a Term Sheet (the "Term Sheet") regarding a purchase and sale of OpsMobil's aerial surveillance and scanning, chemical spraying and local charter businesses operated by OpsMobil in the Province of Alberta and elsewhere (collectively, the "Business").

5. The Term Sheet contained certain essential terms and conditions of the agreement as follows:

(a) the purchase price for the assets and Business is $3,275,000;

(b) the purchase price is payable through the offset of certain accounts receivable owed by OpsMobil in the amount of $1,748,652.23 with the balance, subject to adjustment, in cash equivalent;

(c) OpsMobil is to transfer title to the assets and Business free and clear of all encumbrances of any nature whatsoever;

(d) the Buyer will operate and be in possession of the assets and Business as of November 1, 2018; and

(e) OpsMobil's lenders consent and are in agreement to the purchase and sale transaction contemplated.

6. The Term Sheet was extensively negotiated by the principal of OpsMobil, Ryan Tobber ("Tobber"), the principal of the buyer AES, Kenneth I. Mizera ("Mizera"), and Mark Horrox ("Horrox"), on behalf of the lender, TEC.

7. During the negotiations of the Term Sheet (and thereafter), TEC at all times acted as a "lender in possession", claimed the assets as being controlled by TEC, asserted value of the assets and renegotiated a higher purchase price for the assets and Business than initially negotiated between OpsMobil and AES.

8. During the negotiations regarding the Term Sheet, and thereafter, Mark Horrox on behalf of TEC continuously assured, committed and represented to Mizera and Tobber that TEC:

(a) was committed to the purchase and sale;

(b) approved and consented to the purchase and sale;

(c) that title to the assets and the Business would transfer to the Buyer free and clear of all encumbrances of any nature whatsoever of TEC;

(d) that the buyer would be entitled to operate and be in possession of the business as of the effective date of November 1, 2017; and

(e) that the accounts receivable from the Business on and after November 1, 2017 would belong to the Buyer free and clear of all TEC's encumbrances of any nature whatsoever.

9. AES relied on the assurances, commitments and representations of Mark Horrox and TEC,

and the assurances, commitments and representations, were intended to, and did induce AES to enter into the PSA and TSA (as both described below), and the operation of the Business.

10. On December 14, 2017, OpsMobil, as vendor, entered into a definitive agreement with AES, as purchaser (the "PSA"), wherein OpsMobil agree to sell and AES agreed to purchase the assets and Business as described in such PSA.

11. TEC confirmed its assurances, commitments and representations, and reviewed, and approved and consented to the PSA before OpsMobil executed such agreement, as directed and approved by TEC.

12. The PSA embodies all the essential provisions of the Term Sheet including that OpsMobil would deliver the assets and Business to AES on closing free and clear of all encumbrances of whatsoever nature, including those encumbrances of TEC.

13. On December 14, 2017, OpsMobil and AES further entered into a written transition services agreement ("TSA") wherein OpsMobil agreed to provide to AES certain transition services to assist AES with its operation of the Business until the Business was fully integrated with Airborne.

14. Pursuant to clause 1.1 (hh) of the TSA OpsMobil agreed to provide such transition services to AES for the Transition Period which is defined as:

> 1.1 (hh) "Transition Period" means the period commencing on the Effective Date and ending on the day that is the earlier of: i) three (3) years from the Closing Date; ii) the last day upon which Services are required to be rendered hereunder by OpsMobil as advised by Airborne to OpsMobil; and iii) the day on which the last of the following events occurs: (a) all Customer Service Contracts or other customer directives existing as of the Closing Date have, in all respects, been assigned to, assumed by or otherwise replaced by other arrangements directly with Airborne, b) the Aircraft AOC and AMO have been transferred to Airborne by Transport Canada; c) Airborne has been issued an Air Operator Certificate for helicopters.

15. As with the Term Sheet, and the PSA, TEC, reviewed, and then approved and consented to the TSA, before OpsMobil executed such agreement, as directed and approved by TEC.

LENDER IN POSSESSION

16. AES states and the fact is that at all material times TEC acted as a "lender in possession" of the assets and Business wherein it controlled, directed and was the "mind" of all major financial decisions of OpsMobil, including OpsMobil's financial dealings and contractual arrangements with AES.

17. TEC directly negotiated with AES the purchase price of the Business, determined which assets were part of the PSA and the conditions for final closing of the PSA.

18. AES states and the fact is that TEC is bound, implicitly and in law, and obligated by the actions, commitments and contracts of OpsMobil which OpsMobil made with AES on its own behalf, and on TEC's behalf.

19. Further, at all material times TEC controlled the bank accounts and operating capital of OpsMobil, and directed the monies received on deposit by OpsMobil to TEC's own credit and then determined on an ongoing basis what TEC would allow OpsMobil for operating capital from such monies. TEC was aware of all monies withdrawn from OpsMobils' bank accounts, including the improper withdrawals of trust monies as hereinafter described. TEC was aware that failure to advance working capital for the environmental reports and other commitments of OpsMobil would restrict, delay and ultimately prevent the proper closing of the PSA.

POSSESSION AND OPERATION OF THE BUSINESS

20. In accordance with the provisions of the TSA, AES, with the approval, and direction of OpsMobil and TEC, has been in possession of the assets described in the PSA and AES has operated the Business since the effective date of November 1, 2017, as the effective date of closing of the PSA (the "Effective Date").

21. In its operation of the Business since the Effective Date, AES has incurred substantial unrecovered costs and expenses related to the Business which to date are in excess of $1,689,526.

22. In its operation of the Business, AES has further entered into other substantial financial commitments, including, without limitation, leasing of certain airport facilities and hiring of employees.

23. AES has not received any financial return on its investment in the Business.

24. The accounts receivable of the Business on and after the Effective Date were to be paid by OpsMobil to AES as set forth in clause 2.3 (a) of the TSA which reads:

> 2.3 (a) "…OpsMobil and Airborne agree that OpsMobil shall act on behalf of Airborne in the capacities set forth below, until no longer needed or the end of the Transition Period, whichever comes first:
>
> (i) As of the Effective Date, OpsMobil shall forthwith irrevocably assign any and all receivables and work in progress accruing after the Effective Date to Airborne, free and clear of all Encumbrances;
>
> (ii) OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "**Segregated Trust Account**") with Alberta Treasury Branch in the City of Calgary, and shall:
>
> (A) hold the Segregated Trust Account and any and all revenues OpsMobil receives relating to the Business accruing on or after the Effective Date as bare trustee in trust for Airborne;
>
> (B) forthwith deposit or have deposited upon receipt any and all revenues relating to the Business accruing on or after the Effective Date and received by OpsMobil into the Segregated Trust Account;
>
> (C) account to Airborne for all income and revenue which OpsMobil may at any time or from time to time receive upon or in respect of the Business for the period of time commencing on and after the Effective Date;
>
> (D) cause Airborne to have complete and unimpeded knowledge and access to the Segregated Trust Account such that Airborne may make withdrawals and transfer of funds from the Segregated Account and receive all bank account statements related thereto; and

(E) forthwith irrevocably direct all customers of the Business to deposit all revenues relating to the Business accruing on or after the Effective Date into the Segregated Trust Account.

(iii) From and after the Effective Date to Closing, OpsMobil on behalf of and for the sole benefit of Airborne as beneficiary, but in the name of OpsMobil, shall continue to forthwith issue statements of account, invoices and such other paperwork necessary to ensure timely receipt of payment for the services performed by the Business in respect of the Customer Service Contracts or otherwise during such period of time.

25. On or about December 31, 2017 OpsMobil established a bank account with Alberta Treasury Branches, Calgary, Account no. 760-00182687579 (the "Trust Account").

26. Contrary to and in breach of the TSA, OpsMobil:

(a) failed to properly establish the Trust Account as a proper "trust account";

(b) was the sole signing authority on such Trust Account;

(c) concealed and mislead AES into believing that it was depositing revenues from the Business into the Trust Account;

(d) failed to deposit all the revenues from the Business when received into the Trust Account;

(e) failed to allow AES to have complete and unimpeded knowledge and access to the Trust Account;

(f) refused to allow AES to make withdrawals or transfer of funds from the Trust Account, except for certain permitted withdrawals in the total amount of $115,513.64;

(g) failed to irrevocably direct all customers of the Business to deposit all revenues related to the Business accruing on and after the Effective Date into the Trust Account.

BREACH OF TRUST

27. AES states and the fact is that OpsMobil acted as trustee and owed a fiduciary duty of care for the benefit of AES, as beneficiary, in respect of the monies in the Trust Account and the accounts receivable of the Business received by OpsMobil for the period commencing on and after the Effective Date pursuant to an express trust as set forth in the TSA.

28. In breach of trust and its fiduciary duty of care owed by OpsMobil to AES, OpsMobil on a number of occasions improperly withdrew monies from the Trust Account for its own use and benefit, to the detriment of AES, the particulars of which are known by OpsMobil (the "Missing OpsMobil Trust Funds").

29. The Missing OpsMobil Trust Funds are in the total amount of $322,958.79.

30. AES seeks the Court to direct OpsMobil to make restitution and return the Missing OpsMobil Trust Funds to AES and, failing such return, the right to trace the Missing OpsMobil Trust Funds to recover same; and OpMobil to pay damages to AES arising out of such breaches of trust.

31. AES states and the fact is that contrary to its representations, promises, assurances and commitments to AES, TEC, being a "lender in possession", improperly withdrew or directed to be withdrawn certain trust monies from the accounts of OpsMobil related to the accounts receivable of the Business owed for the period of November 1, 2017 to March, 2018 (the "Missing TEC Trust Funds").

32. On May 18, 2018 TEC deposited into OpsMobil's general account the sum of $516,619.84 with instructions to OpsMobil to transfer such monies into the Trust Account. Such monies represent some of the Missing TEC Trust Funds.

33. AES seeks the court to direct TEC to make restitution and direct TEC to return the

balance of the Missing TEC Trust Funds and, failing such return, the right to trace the balance of the Missing TEC Trust Funds to recover same, and to pay damages to AES arising out of such improper conduct.

BREACH OF PSA FINAL CLOSING

34. OpsMobil, AES and TEC agreed on an ongoing basis to extend the final closing of the PSA in order to allow OpsMobil to deal with certain issues regarding the vendor's deliverables on closing, to complete the closing documents and enable the parties to reach agreement with respect to the Interim Statement of Adjustments.

35. OpsMobil's principal issue which prevented it from closing was that it could not transfer the leases related to the Whitecourt Facility until OpsMobil provided to the landlord, Woodlands County ("Woodlands"), complete and acceptable environmental reports related to such Whitecourt Facility. In accordance with OpsMobil's leases with Woodlands, such environmental reports are a condition to Woodlands transferring the leases or entering into new leases with AES.

36. Weather conditions in the winter restricted and delayed OpsMobil's environmental company, Matrix Solutions Inc. ("Matrix") from being able to perform its work and reporting. After Matrix completed the Phase I environmental reports it became apparent that further environmental work needed to be done including testing around underground fuel tanks located at the Whitecourt Facility and a soil analysis where fuel tanks had been removed at the Rocky Mountain House Facility.

37. In the middle of April, 2018 it became apparent that there was no progress being made on the environmental reports as Matrix was not getting paid. TEC was not releasing funds to OpsMobil to pay Matrix, thereby effectively preventing the proper closing of the PSA.

38. In the middle of April, 2018, AES offered, and OpsMobil accepted, a solution to make the matter of the transfer of the Whitecourt Leases a post-closing matter and close with certain holdbacks being made for those items of closing which OpsMobil had not completed or paid. In particular in respect of the environmental reports it was agreed that there would be holdback monies in the amount of $250,000 held in trust from the cash to close pending completion and delivery of the environmental reports.

39. AES has negotiated and agreed to execute new leases with Woodlands County for the Whitecourt Facility effective upon delivery of acceptable and complete environmental reports, termination and surrender of leases executed by OpsMobil and executed consent of TEC to the surrender of such leases. The issue preventing such new leases being completed is the delivery by OpsMobil of completed and acceptable environmental reports to Woodlands County.

40. TEC was at all times fully apprised of the reasons for the delay in final closing and approved and consented to same, expressly, or by implication. At all times the parties understood the issues with the Whitecourt Facility and were patiently awaiting completion of same.

41. On May 10, 2018 Mizera had a conversation with Horrox of TEC regarding such environmental reports and closing issues. An understanding was reached among TEC, AES and OpsMobil regarding final closing, the environmental holdback and other matters. TEC represented to AES that it continued to be in favour of the final closing of the PSA and instructed OpsMobil to complete same.

42. Alternate closing dates were agreed to between AES and OpsMobil of May 30, June 4 and 5, 2018 for the final closing. The alternate dates were left flexible because OpsMobil did not have executed documents from TEC and counsel for OpsMobil was uncertain as to the timing for receipt of same from TEC.

43. All closing documents have been prepared, agreed upon as to form, and set for signature by the parties, including the No Interest Letter and Undertaking of Stikeman's to discharge TEC's encumbrances registered against the Assets.

44. On February 9, 2018 AES deposited the sum of $1,500,000 into the trust account of counsel for AES as a sign of good faith that it was ready to close as requested by OpsMobil and TEC. At that time the cash to close calculated by OpsMobil was $1,489,834.

45. On May 31, 2018 AES deposited the additional sum of $131,415 into the trust account of counsel for AES in preparation for closing to make the total on deposit in such trust account $1,631,415, representing the agreed cash to close.

46. At no time has AES withdrawn any such closing monies from the trust account of counsel for AES. There remains on deposit to close the agreed sum of $1,631,415.

47. On June 5, 2018 Tobber advised Mizera that OpsMobil could not close the PSA because TEC had reneged on its representations, assurances and commitments in that TEC was now not prepared to release and discharge its encumbrances against the assets. TEC improperly asked OpsMobil to unwind the transaction with AES. TEC expressed its intention to now put OpsMobil into receivership in order to wipe-out the unsecured creditors, take full control of the company and change the management. TEC served OpsMobil with a Form 115-Notice to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act* (Canada).

48. On June 8, 2018 Horrox advised Mizera that TEC, in breach of its representations, commitments, promises and duty of good faith and fair dealing would not allow the parties to close and would not be releasing or discharging its security and encumbrances registered against the assets and Business, to the irreparable harm of AES. The irreparable harm caused to AES by the actions of TEC was, and should have been, reasonably foreseeable by TEC.

49. AES remains ready, willing and able to close the PSA as agreed, and to honour its obligations under the PSA and TSA. AES elects to complete the purchase of the assets and Business pursuant to the provisions of the PSA.

50. OpsMobil is willing to close the PSA as agreed.

51. AES seeks an Order and Judgment of this Honourable Court in the nature of specific performance, directing OpsMobil and TEC and each of them to close and honour the provisions of the PSA and TSA, and the transfer and sale of the assets and Business in accordance with the provisions of the PSA.

GOOD FAITH AND FAIR DEALINGS

52. AES states and the fact is that at all times it was the reasonable expectation of the parties that each party would act in good faith and ensure AES obtained all for which it bargained. TEC and OpsMobil owed AES a duty to act with honesty, candidness, forthrightness, reasonableness and

cooperate in order to achieve the objects of the PSA and TSA.

53. AES claims that because OpsMobil and AES were reliant upon TEC's discretionary power and cooperation in order to achieve contractual objectives, TEC owed to AES a higher good faith duty.

54. Further, or in the alternative, TEC owes to AES a higher duty of good faith particularly when it seeks to evade its committed obligations, commitments, representations and promises.

55. AES states that TEC has breached its duty of good faith and fair dealing to AES, acted in bad faith, been dishonest and deceitful by reneging on its commitment to deliver the release and discharge of its encumbrances against the assets and Business and preventing the parties to close the PSA, to the irreparable detriment and harm of AES.

UNJUST ENRICHMENT, RESTITUTION AND CONSTRUCTIVE TRUST

56. In reliance on the PSA and TSA, and the representations, assurances and commitments provided to AES, and relied on by AES, AES expended considerable time, monies, effort and entered into substantial financial commitments on the good faith belief that it was operating and building a Business ultimately for its sole benefit.

57. Given the actions of TEC and OpsMobil in failing to complete the transfer of the assets free and clear of all encumbrances, and to abide by the provisions of the PSA and TSA, and taking trust monies for their own benefit, the Plaintiffs have suffered a corresponding material deprivation. Given the conduct of the defendant parties herein, there is no juristic reason for the Defendants' enrichment, and AES is thereby entitling to relief for such improper enrichment based upon the principles of equity, including without limitation, the principles of unjust enrichment, quantum merit and restitution.

58. AES further pleads the principle of constructive trust and state that TEC and OpsMobil, and

each of them, are constructive trustees who have been improperly, unlawfully and inequitably enriched by the efforts of AES, as a result of which TEC and OpsMobil and each of them hold the assets and Business in trust for AES, and hold in trust for AES the profit or benefits received by TEC and OpsMobil from the assets and Business.

CONDUCT OF TEC

59. AES asserts that TEC's conduct as described herein was high-handed, calculated and malicious and worthy of an award of punitive and/or exemplary damages.

60. AES pleads and relies upon the provisions of the *Judgment Interest Ac*t, R.S.A. 2000, Ch. J-1, *Judicature Act,* R.S.A. 2000, Ch. J-2 and amendments thereto

Remedy sought:

Wherefore the Plaintiff seeks, as against the Defendants, jointly and severally, the following:

(a) a judgment and direction for specific performance of the PSA transferring the assets and Business to AES free and clear of the encumbrances of TEC;

(b) in the alternative, a judgment for damages for breach of contract, misrepresentations and breach of duty of good faith and fair dealings in such high amount or other amount as may be proven at trial;

(c) a declaration that the monies in the Trust Account and accounts receivables of the Business accruing on and after the Effective Date are trust monies belonging to the beneficiary, AES, that AES is entitled to trace such trust funds to recover same, and damages to AES arising out of such breaches of trust and improper conduct;

(d) a full and complete accounting of the Trust Account and accounts receivables of the

Business accruing on and after the Effective Date;

(e) alternatively, a declaration that the Defendants hold the assets and Business as constructive trustee for AES;

(f) further, or in the alternative, judgment or damages for the unjust enrichment of the Defendants in such high amount or other amount as may be proven at trial;

(g) further, or in the alternative, judgment or damages for restitution in such high amount or other amount as may be proven at trial;

(h) punitive and/or exemplary damages, against TEC for such Defendant's breach of duty of good faith and fair dealing and improper conduct in such amount as this Honourable Court may deem just;

(i) punitive and/or exemplary damages, against OpsMobil for breach of trust in such amount as this Honourable Court may deem just;

(j) an interlocutory order of a preservation order, attachment order or mareva injunction to preserve the status quo and restrain and enjoin the Defendants from improperly dissipating, disposing or otherwise dealing with the assets and Business in a manner which would seriously hinder the Plaintiff in enforcement of a judgment;

(k) interest on the aforesaid amounts in accordance with the provisions of the *Judgment Interest Act*;

(l) costs on a full indemnity basis of solicitor and his own client, or alternatively on a party/party basis; and

(m) such further and other relief as this Honourable Court may deem just.

NOTICE TO DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta
1 month if you are served outside Alberta but in Canada
2 months if you are served outside Canada

You can respond by filing a Statement of Defence or a Demand of Notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand of Notice on the Plaintiff's(s') address for service.

WARNING
If you do not file and serve a Statement of Defence or a Demand of Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the Plaintiff(s) against you.

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

____
A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Alberta Rules of Court
Rule ...1

CENTRE OF CALGARY
JUDICIAL
FILED
JUN 14 2018
CALGARY
CLERK OF THE COURT

COURT FILE NO.	1801-08383
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	AIRBORNE ENERGY SOLUTIONS INC.
DEFENDANTS	OPSMOBIL GROUP INC., OPSMOBIL INC., OPSMOBIL ENERGY SERVICES LTD. and THIRD EYE CAPITAL CORPORATION
DOCUMENT	**PRESERVATION ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MICHAEL W. MUDIE BARRISTER AND SOLICITOR 520 CRESCENT ROAD N.W. CALGARY, AB T2M 4A5 (PHONE: 403-221-8600) (FACSMILE: 403-282-0719)

I hereby certify this to be a true copy of
the original Order
Dated this 14 day of June 18

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 14, 2018
LOCATION OF COMMERCIAL HEARING: CALGARY
NAME OF JUDGE WHO GRANTED THIS ORDER: K. EIDSVIK

UPON the application of the Plaintiff, AND UPON reviewing the Statement of Claim and Affidavit of Kenneth I. Mizera filed in support of this application; AND UPON hearing representations made by counsel for the Plaintiff, Airborne Energy Solutions Inc.; AND UPON no one appearing on behalf of the Defendant, OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc.

(collectively, "OpsMobil Defendants") despite receiving notice of this application; AND UPON noting that the Defendant, Third Eye Capital Corporation ("TEC") does not object to the within Order; AND UPON being satisfied that there is a serious issue to be tried; AND UPON being satisfied that the Plaintiff will suffer irreparable harm if the relief herein is not granted; AND UPON being satisfied that the balance of convenience favours granting the relief requested;

IT IS ORDERED THAT:

1. The Defendants be and they are hereby restrained and enjoined from removing, using, transferring or dealing in any manner whatsoever with the monies held on deposit with the Alberta Treasury Branches, 239-8th Avenue S.W., Calgary, AB in the account described as OpsMobil Inc. Account No. 760-00182687579 (the "Segregated Account"), until further order of the Court.

2. Alberta Treasury Branches shall forthwith freeze and prevent any removal or transfer of the monies held in the Segregated Account, until further order of the Court. Notwithstanding, Alberta Treasury Branches shall be entitled to continue to levy and deduct from the Segregated Account normal service account charges.

3. The OpsMobil Defendants shall forthwith deposit any and all revenue it hereinafter receives from, and only from, the aerial surveillance and scanning, chemical spraying and local charter business (the "Business") which OpsMobil, as vendor, agreed (subject to certain conditions) to sell to Airborne Energy Solutions Inc., as purchaser, pursuant to a purchase and sale agreement dated December 14, 2018 into the Segregated Account, until further order of the Court.

4. Until further order of the Court, the Defendants shall not interfere, prevent, divert, assign or hamper in any manner whatsoever the payment and collection of the outstanding accounts receivable of the Business directed herein to be deposited into the Segregated Account. OpsMobil shall continue on a best efforts basis to collect such accounts receivables.

5. Until further order of the Court, the OpsMobil Defendants, shall on an ongoing basis when reasonably requested by the Plaintiff provide to the Plaintiff a full and complete accounting of all revenues it hereinafter receives from the Business together with corresponding

invoicing, collection efforts and information related thereto.

6. Any party shall be at liberty to make a further application to the Court to seek the release, in whole or part, of the monies in the Segregated Account.

7. No person or other legal entity with notice of this Order shall breach or permit a breach of this Order.

8. Anyone affected by this Order may apply to the Court at any time to vary or discharge this Order by giving notice to each of the Plaintiff and Defendants.

9. Any party shall be at liberty to seek advice and directions of the Court regarding this Order and the continued operation of the Business.

10. Costs of this application are reserved and may be spoken to at the conclusion of this Action.

" K. Eidsvik "

Justice of the Court of Queen's Bench of Alberta

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

A Commissioner for Oaths in and ~~for the~~ Province of Alberta

David LeGeyt
Barrister & Solicitor

Form 49
Alberta Rules of Court
Rule *13.19*

COURT FILE NO.	
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	AIRBORNE ENERGY SOLUTIONS INC.
DEFENDANT(S)	OPSMOBIL GROUP INC., OPSMOBIL INC., OPSMOBIL ENERGY SERVICES INC. and THIRD EYE CAPITAL CORPORATION
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MICHAEL W. MUDIE BARRISTER AND SOLICITOR 520 CRESCENT ROAD N.W. CALGARY, AB T2M 4A5 (PHONE: 403-221-8600) (FACSIMILE: 403-282-0719)

AFFIDAVIT OF	**KENNETH I. MIZERA**
SWORN ON	**JUNE 9, 2018**

I, KENNETH I. MIZERA of City of Calgary, in the Province of Alberta, Businessman, SWEAR AND SAY THAT:

1. I am the sole officer and director of Airborne Energy Solutions Inc. ("AES") and as such

have a personal knowledge of the matters hereinafter deposed to except where otherwise stated to be based upon information and belief, and where so stated, I do verily believe the same to be true.

PARTIES

2. AES is a private corporation duly registered in the Province of Alberta. AES employs 34 employees in its operations. AES is the wholly owned subsidiary of Rilpa Enterprises Ltd. ("Rilpa"). Rilpa owns and operates an aviation business which supplies parts/components and leases helicopters to the industry. Rilpa has been in operation for 45 years.

3. I understand that OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (collectively, "OpsMobil") are private corporations which form part of a larger conglomerate of companies (collectively, the "OpsMobil Group") which are involved in the oil and gas and aviation industry. The principal and director of OpsMobil is Ryan Tobber. I understand from Ryan Tobber that the OpsMobil Group employs approximately 80 employees and OpsMobil Group has assets which Ryan Tober believes exceed $120 million dollars.

4. I understand that Third Eye Capital Corporation ("TEC") acts as administrator for an investment group. TEC is located in Toronto, Ontario. From my discussions with Ryan Tobber I understand that the OpsMobil Group is indebted to TEC for approximately $35 million dollars.

PSA, TSA and LOI

5. On December 14, 2017, OpsMobil, as vendor, entered into an agreement with AES, as purchaser (the "PSA"), wherein OpsMobil agree to sell and AES agreed to purchase the ongoing business, assets and undertakings of OpsMobil related to its aerial surveillance and scanning, chemical spraying and local charter businesses operated by OpsMobil in the Province of Alberta and elsewhere (collectively, the "Business") for the purchase price of $3,275,000.00. A copy of the PSA is attached hereto and marked as **Exhibit "A"** to this my Affidavit.

6. On December 14, 2017, OpsMobil and AES entered into a written transition services agreement ("TSA") wherein OpsMobil agreed to provide to AES certain transition services until the Business was fully integrated with Airborne. A copy of the TSA is attached hereto and marked as **Exhibit "B"** to this my Affidavit.

7. I am advised by Ryan Tobber and do verily believe that the PSA and TSA were fully reviewed, approved and consented to by OpsMobil's lender, TEC, before OpsMobil executed the PSA and TSA.

8. I am advised by Ryan Tobber and do verily believe that at all relevant times until June 4, 2018 TEC represented to OpsMobil that TEC would discharge its encumbrances related to the assets on closing of the PSA.

9. Previous to the execution of the PSA and TSA, AES (substituted for "1729613 Alberta Ltd."), OpsMobil and TEC were extensively involved in negotiating a Letter of Intent ("LOI") which formed a basis for the PSA, a copy of which is attached hereto and marked as **Exhibit "C"** to this my Affidavit.

10. I was extensively involved with Mark Horrox of TEC and Ryan Tobber of OpsMobil in negotiating the purchase price and other essential terms and conditions outlined in the LOI. Mark Horrox on behalf of TEC executed the LOI and agreed upon closing of the PSA to ensure the assets related to the Business would transfer to AES free and clear of any and all encumbrances of TEC.

POSSESSION AND OPERATION OF THE BUSINESS

11. In accordance with the provisions of the TSA, AES has been in possession of the assets described in the PSA and AES has operated the Business since the effective date of November 1, 2017 (the "Effective Date").

12. In its operation of the Business since the Effective Date, AES has incurred substantial unrecovered costs and expenses related to the Business which to date are in excess of $1,689,526.

13. In its operation of the Business, AES has further entered into other substantial financial commitments, including, without limitation, leasing of certain airport facilities and hiring of employees.

14. AES's operation of the Business continues to support the ongoing businesses of OpsMobil Group, including its Ranch Oil and Gas company's ventures. As a result, OpsMobil and AES

agreed to divide and proportionately share the expenses of certain employees and costs (i.e.insurance) common to the operations of both companies during the Transition Period (as described in the TSA).

15. To date, AES is credited with receiving $115,513 of the revenue generated from the Business since the Effective Date which originates from authorized withdrawals from OpsMobil Account 579 (described below). These revenues were paid to expenses related to the Business. Specifically, such monies relate to five withdrawals from OpsMobil Account 579 which were consented to by AES and OsMobil for payment of AES employees, AES's percentage of shared employees' payroll, source deductions and certain payables related to the Business, a breakdown of which is attached hereto and marked as **Exhibit "D"** to this my Affidavit.

16. The accounts receivable of the Business on and after the Effective Date were to be governed in accordance with clause 2.3 (a) of the TSA which reads:

2.3 (a) "...OpsMobil and Airborne agree that OpsMobil shall act on behalf of Airborne in the capacities set forth below, until no longer needed or the end of the Transition Period, whichever comes first:

(i) As of the Effective Date, OpsMobil shall forthwith irrevocably assign any and all receivables and work in progress accruing after the Effective Date to Airborne, free and clear of all Encumbrances;

(ii) OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "**Segregated Trust Account**") with Alberta Treasury Branch in the City of Calgary, and shall:

(A) hold the Segregated Trust Account and any and all revenues OpsMobil receives relating to the Business accruing on or after the Effective Date as bare trustee in trust for Airborne;

(B) forthwith deposit or have deposited upon receipt any and all revenues relating to the Business accruing on or after the Effective Date and received by OpsMobil into the Segregated Trust Account;

(C) account to Airborne for all income and revenue which OpsMobil may at any time or from time to time receive upon or in respect of the Business for the period of time commencing on and after the Effective Date;

(D) cause Airborne to have complete and unimpeded knowledge and access to the Segregated Trust Account such that Airborne may make withdrawals and transfer of funds from the Segregated Account and receive all bank account statements related thereto; and

(E) forthwith irrevocably direct all customers of the Business to deposit all revenues relating to the Business accruing on or after the Effective Date into the Segregated Trust Account.

(iii) From and after the Effective Date to Closing, OpsMobil on behalf of and for the sole benefit of Airborne as beneficiary, but in the name of OpsMobil, shall continue to forthwith issue statements of account, invoices and such other paperwork necessary to ensure timely receipt of payment for the services performed by the Business in respect of the Customer Service Contracts or otherwise during such period of time;"

17. The revenue generated by the Business since the Effective Date to May 29, 2018 (and excluding unbilled flying for the month of May, 2018) is a total of $2,096,057.84 calculated as follows:

(a)	November 1, 2017-December 31, 2017: ($372,465.81+$390,584.78) (the "2017 Accounts Receivable")	$763,050.59
(b)	OpsMobil Account No. 760-00182687579 balance as of June 8, 2018 (the "OpsMobil Account 579")	$411,144.85
(c)	Improper withdrawals by OpsMobil from OpsMobil Account 579 (the "Improper Trust Withdrawals")	$322,958.79
(d)	Authorized withdrawals from OpsMobil Account 579 (the "Authorized Trust Withdrawals")	$115,513.64
(e)	Unpaid receivables: January 1-May 29, 2018:	$483,389.97

(the "2018 Accounts Receivable")

2017 ACCOUNTS RECEIVABLE

18. On June 5, 2018 I was advised by Ryan Tobber that earlier in February, 2016 OpsMobil had entered into an agreement with TEC wherein all monies deposited into OpsMobil's bank accounts were to be forwarded to TEC. Upon TEC's approval, TEC would then forward to OpsMobil such working capital it deemed appropriate. In sum, TEC controls all of OpsMobil's bank accounts, determines OpsMobil's working capital and, in effect, TEC is a "lender in possession".

19. I do verily believe based upon my discussions with Ryan Tobber that the 2017 Accounts Receivable which were not spent on expenses related to the Business were withdrawn by TEC from the bank accounts of OpsMobil.

20. The 2017 Accounts Receivable are subject to the express trust set forth in paragraph 2.3(a)(ii)(A) of the TSA.

21. In the Interim Statement of Adjustments (the "ISOA") agreed upon for closing by OpsMobil it is contemplated that AES would receive a credit for such monies net of expenses received by OpsMobil.

22. To date, TEC has not returned any such 2017 Accounts Receivable net of expenses to OpsMobil Account 579.

23. AES will seek the return of the trust funds described herein as the 2017 Accounts Receivable net of expenses from TEC in the event final closing of the PSA does not occur due to the actions of TEC.

OPSMOBIL ACCOUNT 579

24. OpsMobil Account 579 was represented by OpsMobil to AES to be the trust account established by OpsMobil in accordance with the TSA. Contrary to such representations, OpsMobil Account 579 was never properly established as a "trust account" and not treated or viewed as a trust account by Alberta Treasury Branches ("ATB") where such account was established. ATB has

advised AES that they were not aware that OpsMobil Account 579 was intended to be trust account in favour of AES as beneficiary until the end of May, 2018.

25. On January 11, 2018 Karen Thompson of OpsMobil confirmed with Mike Gauthier of AES that the "trust account", being OpsMobil Account 579 (hereinafter sometimes referred to as the "Trust Account"), had been opened at ATB. A copy of such email chain is attached hereto and marked as **Exhibit "E"** to this my Affidavit.

26. On January 24 and 30, 2018 Mike Gauthier requested from Karen Thompson and Herbert Bactin of OpsMobil evidence of funds being deposited into the Trust Account, an updated invoice/ar accrual listing and statement of the Trust Account. Copies of such email chain is attached hereto and marked as **Exhibit "F"** to this my Affidavit.

27. In earlier March, 2018 it became apparent to AES that it had been mislead by OsMobil regarding the deposit of accounts receivable into the Trust Account. No monies had been in fact deposited from inception of the Trust Account until March 5, 2018.

28. On March 2, 2018 I addressed this matter directly with Ryan Tobber who assured me that the accounts receivable monies related to the Business were now, and would be in the future, deposited by OpsMobil into the Trust Account. Part of my discussion with Ryan Tobber was relayed in an email from Mike Gauthier of AES to Karen Thompson of OpsMobil, a copy of which is attached hereto and marked as **Exhibit "G"** to this my Affidavit.

29. On March 7, 2018 Mike Gauthier of AES sought to withdraw monies from the Trust Account in accordance with the TSA. OpsMobil advised that they would not be releasing any funds until closing, contrary and in breach of the TSA. A copy of such email chain is attached hereto and marked as **Exhibit "H"** to this my Affidavit.

30. On March 29, 2018 it came to my attention that the receivable listing and flying hours on the aircraft did not seem to match. Moreover, the receivables were significantly lower than previously reported by OpsMobil of $283,971.80. It appeared to me that the receivables were not being deposited into the Trust Account. My concerns were expressed to Ryan Tobber in an email of March, 29, 2018, a copy of which is attached hereto and marked as **Exhibit "I"** to this my Affidavit.

31. On April 3, 2018 AES received its first banking statements in respect of the Trust Account, a copy of such email and statements are attached hereto and marked as **Exhibit "J"** to this my Affidavit. Although this statement did not reconcile with the other information provided by OpsMobil, it did indicate that there had been no improper withdrawals by OpsMobil from the Trust Account. The improper withdrawals of the trust monies by OpsMobil, unknown by AES at that time, started two days later on April 5, 2018, as described below.

32. On May 18, 2018 the sum of $516,619.84 was deposited into the Trust Account from OpsMobil's general operating account #*******3500 ("OpsMobil's General Account"). I am informed by Ryan Tobber and do verily believe that TEC deposited such monies into OpsMobil's General Account with instructions to OpsMobil to transfer such monies to the Trust Account. These monies represent the missing revenues that AES had been earlier questioning OpsMobil about for the period of January-March, 2018. These are the same monies that OpsMobil failed to deposit into the Trust Account from OpsMobil's General Account and which I believe TEC earlier removed from OpsMobil's General Account.

33. On May 18, 2018 Karen Thompson of OpsMobil confirmed to AES that, as far as she was aware, TEC was aware that such accounts receivable monies were suppose to be deposited in a trust account. A copy of such email is attached hereto and marked as **Exhibit "K"** to this my Affidavit.

34. On May 22, 2018 Karen Thompson of OpsMobil confirmed that TEC sent back all of the trust funds they were holding in a segregated account. A copy of such email is attached hereto and marked as **Exhibit "L"** to this my Affidavit.

35. On May 30, 2018 Karen Thompson of OpsMobil provided AES with ATB online access to view the Trust Account.

36. Despite repeated demands for OpsMobil to adhere to the provisions of the TSA, OpsMobil under instructions from TEC refuses to allow AES access to the funds deposited into the OpsMobil Account 579, except for the Authorized Withdrawals. To my knowledge based upon my discussions with Ryan Tobber, OpsMobil remains the sole signing authority on such Trust Account. TEC likely has the ability to withdraw or direct OpsMobil to withdraw the trust monies from the Trust Account.

IMPROPER TRUST WITHDRAWALS BY OPSMOBIL

37. Attached hereto and marked as **Exhibit "M"** to this my Affidavit is a recent statement of the Trust Account.

38. Withdrawals of monies from the Trust Account marked with an asterisk in Exhibit "M" are the Improper Trust Withdrawals made by OpsMobil from the Trust Account without the consent of AES.

39. Withdrawals of monies from the Trust Account marked with a double asterisk in Exhibit "M" represent monies OpsMobil improperly withdrawn from the Trust Account without authorization or consent of AES to pay the employees of OpsMobil and OpsMobil's proportionate percentage of shared employee salaries, the breakdown and separation of which set forth in Exhibit "D" attached to this my Affidavit.

40. I have on an ongoing basis confronted Ryan Tobber to cease and desist with the Improper Trust Withdrawals but despite Ryan Tobber's assurances that OpsMobil will not touch the trust monies in the Trust Account, this problem continues to persist to the date of this Affidavit.

41. On June 8, 2018 I authorized OpsMobil to pay from the Trust Account the payroll of the employees of AES and AES's proportionate percentage of shared employees' salaries. OpsMobil again improperly paid certain of OpsMobil's employees and its proportionate percentage of the shared employee salaries from the Trust Account. Attached hereto and marked as **Exhibit "N"** is an email from Karen Thompson of OpsMobil confirming same.

42. By the email from OpsMobil marked as Exhibit "N" to this my Affidavit I am advised that by a court order $185,000.00 was withdrawn from the Trust Account related of OpsMobil Group's activities without the consent or knowledge of AES. I do not know what the court order states as I have yet to see a copy of same. I understand from Ryan Tobber that it relates to a creditor of OpsMobil Construction Ltd. and not OpsMobil.

43. I do verily state that I am seriously concerned that unless the monies in the Trust Account and accounts receivable of the Business which are also trust monies by the provisions of the TSA

are preserved by this Honourable Court that such monies will continue to be dissipated either by OpsMobil or TEC to our irreparable harm and prejudice.

AUTHORIZED TRUST WITHDRAWALS

44. The items marked with a double asterisk on Exhibit "M" represent Authorized Trust Withdrawals approved by AES to pay certain payables related to the Business. The other Authorized Trust Withdrawals are those items marked with a double asterisk on Exhibit "M", the breakdown of which is set for in Exhibit "D".

45. I am informed and do verily believe from Ryan Tobber that the Authorized Trust Withdrawals were first approved by TEC before OpsMobil withdrew such funds from the Trust Account.

2018 ACCOUNTS RECEIVABLE

46. The 2018 Accounts Receivable have been earned by the work and effort of AES.

47. In accordance with the paragraph 2.3(a)(ii)(A) of the TSA these monies are trust funds to be deposited into the Trust Account.

48. As evidenced by Exhibit "M", the historical deposit procedure OpsMobil has followed is to first deposit the accounts receivables into OpsMobil General Account and then to transfer such monies to the Trust Account.

49. Because of the advised arrangement between OpsMobil and TEC whereby TEC may cause the withdrawal of monies from any of OpsMobil's accounts and the history of TEC improperly and knowingly withdrawing the 2017 Accounts Receivable net of expenses and receivables for January-March, 2018, I am seriously concerned that the 2018 Accounts Receivable will not be deposited in the Trust Account for the benefit of AES and the Business. If such monies when received are not deposited in the Trust Account, I state that AES and the Business will suffer irreparable harm and prejudice.

BREACH OF PSA FINAL CLOSING

50. OpsMobil and AES mutually agreed on an ongoing basis to extend the final closing of the PSA in order to allow OpsMobil to deal with certain issues regarding the vendor's deliverables on closing, to complete the closing documents and reach agreement with respect to the ISOA.

51. OpsMobil's principal issue which prevented it from closing was that it could not transfer the leases related to the Whitecourt Facility until OpsMobil provided to the landlord, Woodlands County ("Woodlands"), complete and acceptable environmental reports related to such Whitecourt Facility. In accordance with OpsMobil's leases with Woodlands, such environmental reports are a condition to Woodlands transferring the leases or entering into new leases with AES.

52. Weather conditions in the winter restricted and delayed OpsMobil's environmental company, Matrix Solutions Inc. ("Matrix") from being able to do its work and reporting. After Matrix completed the Phase I environmental reports it became apparent that further environmental work needed to be done including testing around underground fuel tanks located at the Whitecourt Facility and a soil analysis where fuel tanks had been removed at the Rocky Mountain House Facility.

53. In the middle of April, 2018 it became apparent that there was no progress being made on the environmental reports as Matrix was not getting paid. I believe that TEC was not releasing funds to OpsMobil to pay Matrix.

54. In the middle of April, 2018, AES offered, and OpsMobil accepted, a solution to make the matter of the transfer of the Whitecourt Leases a post-closing matter and close with certain holdbacks being made for those items of closing which OpsMobil had not completed. In particular in respect of the environmental reports it was agreed that there would be holdback monies in the amount of $250,000 held in trust from the cash to close pending completion and delivery of the environmental reports.

55. I advise that AES has negotiated and agreed to execute new leases with Woodlands County for the Whitecourt Facility effective upon delivery of acceptable and complete environmental reports, termination and surrender of leases executed by OpsMobil and executed consent of TEC to the surrender of such leases. To my knowledge at no time has there ever been any issue raised regarding the delivery of the surrenders of leases or consent of TEC to such surrenders. The only

matter which prevented the transfer of the leases was completed and acceptable environmental reports.

56. I do verily believe that TEC was at all times fully apprised of the reasons for the delay in final closing. Counsel for AES and, I am informed, counsel for OpsMobil, had many discussions with counsel for TEC regarding same. At all times I understood that the parties understood the issues with the Whitecourt Facility and were patiently awaiting completion of same.

57. On May 10, 2018 I had a conversation with Mark Horrox of TEC regarding such environmental reports and closing issues. We reached an understanding regarding final closing, the environmental holdback and other matters, the basic terms of which are set forth in an email Mark Horrox sent to Ryan Tobber, a copy of which is attached hereto and marked as **Exhibit "O"** to this my Affidavit. As evidenced by the email, at that time TEC represented to me that it continued to be in favour of the final closing of the PSA and instructed OpsMobil to complete same.

58. I am advised by AES's legal counsel and do verily believe that counsel for AES and OpsMobil agreed upon alternate closing dates of May 30, June 4 and 5, 2018 for the final closing. The alternate dates were left flexible because OpsMobil did not have executed documents from TEC and was uncertain as to the timing for receipt of same from TEC.

59. I do verily state that all closing documents have been prepared, agreed upon as to form, and set for signature by the parties. The trust letter agreed upon by counsel to govern the exchange of documents and monies is attached hereto and marked as **Exhibit "P"** to this my Affidavit (the "Trust Letter").

60. As evidenced by the Trust Letter, closing contemplated counsel for OpsMobil delivering to counsel for AES a No Interest Letter and Undertaking from Stikeman's regarding the discharge of TEC's encumbrances from the assets, copies of such documents being attached to the Trust Letter. The form and content of the No Interest Letter and Undertaking from Stikeman's had earlier been agreed to by all parties.

61. On February 9, 2018 AES deposited the sum of $1,500,000 into the trust account of counsel for AES as a sign of good faith that it was ready to close. At that time the cash to close calculated by OpsMobil was $1,489,834.

62. On May 31, 2018 AES deposited the additional sum of $131,415 into the trust account of counsel for AES in preparation for closing to make the total on deposit in such trust account $1,631,415, representing the agreed cash to close.

63. At no time has AES withdrawn any such closing monies from the trust account of counsel for AES. There remains on deposit to close the agreed sum of $1,631,415.

64. AES remains ready, willing and able to close the PSA as agreed.

65. The only matter restricting closing is the delivery by TEC of the documents it committed and agreed to deliver.

66. On June 5, 2018 Ryan Tobber advised me and others in a conference call that TEC had reneged on its representations and commitments and TEC was now not prepared to discharge its encumbrances against the assets. TEC had asked OpsMobil to unwind the transaction with AES. TEC expressed to Ryan Tobber that TEC wanted to put OpsMobil into receivership in order to wipeout the unsecured creditors, take control of the company and change the management. Ryan Tobber also advised me that TEC had served OpsMobil with a Form 115-Notice to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act* (Canada).

ACKNOWLEDGMENTS AND ADMISSIONS

67. Attached hereto and marked as **Exhibit "Q"** is OpsMobil's acknowledgement and admission, among other things, of default and breach of the PSA and TSA.

IRREPARABLE HARM

68. Based upon the foregoing, I believe AES will suffer irreparable harm if an order is not granted to maintain the status quo and preserve the trust monies as defined in the TSA. The conduct of the Defendants strongly indicates that:

(a) trust monies may be improperly withdrawn at any time;

(b) trust monies may be improperly withdrawn and deposited outside the jurisdiction;

(c) accounting for the trust monies may be misleading and concealed;

(d) trust monies may be dissipated without any real possibility of recovery.

69. I do verily state that I believe OpsMobil lacks liquidity and without the support of TEC for its working capital OpsMobil likely will not be able to satisfy any of its ongoing obligations in the immediate future. OpsMobil may look to other sources of monies to support its operations and obligations, including the trust monies.

70. As stated aforesaid, AEs has invested a considerable amount of money into the operations of the Business without yet being in receipt of a return. Without an order preserving the trust monies and the operations of the Business, AES's investment will likely be lost. If such is the result, then AES will have simply acted as an interim financier for TEC, to AES's detriment and to TEC's improper advantage.

71. Attached hereto and collectively marked as **Exhibit "R"** to this my Affidavit are relevant pages of recent PPR debtor search results in respect of OpsMobil which indicate unsatisfied judgments registered against OpsMobil.

UNDERTAKING OF INDEMNITY

72. With respect to any attachment order/mareva injunction granted by this Honourable Court, AES undertakes to pay any damages that the Court may subsequently decide should be paid to the defendants or a third person arising from the granting of any attachment order/mareva injunction.

73. I make this Affidavit in support of a preservation order, attachment order and/or mareva

injunction in order to protect and preserve the trust monies, including the 2018 Accounts Receivable, and for no improper purpose.

SWORN BEFORE ME
on June 9, 2018
at Calgary, Alberta

(Commissioner for Oaths in and
for the Province of Alberta)

(Print Name and Expiry of Lawyer/
Student-at-law/Commissioner or JP)

MICHAEL W. M[illegible]
A COMMISSIONER FOR [illegible] AND FOR
THE PROVINCE OF [illegible]
BARRISTER & SOLICITOR

(Signature)

Kenneth I. Mizera

THIS IS EXHIBIT " A "
referred to in the Affidavit of
Kenneth I. Mira
Sworn before me this 9th
day of June A.D. 201
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

PURCHASE AND SALE OF ASSETS

This Agreement dated the 14th day of December, 2017.

BETWEEN:

OPSMOBIL GROUP INC.,
OPSMOBIL INC. and
OPSMOBIL ENERGY SERVICES INC.
bodies corporate duly formed
pursuant to the laws of the Province of Alberta

(collectively, "OpsMobil")

OF THE FIRST PART

-and-

AIRBORNE ENERGY SOLUTIONS INC.
a body corporate duly incorporated
pursuant to the laws of the Province of Alberta

("Airborne")

OF THE SECOND PART

RECITALS:

A. OpsMobil is the owner and operator of a certain assets used in a business of aerial surveillance and scanning, chemical spraying and local charters located in the Province of Alberta and elsewhere in Canada (the "Business", as more particularly defined in Section 1.2 below");

B. OpsMobil has agreed to sell the Business to Airborne and Airborne has agreed to buy the Business from OpsMobil on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Recitals

The recitals to this Agreement form part of this Agreement.

1.2 Definitions

Certain words and phrases which are used in this Agreement have the meanings which are ascribed to them, respectively, in this Section:

"Accounts Payable" means the total amount of $1,748,652.23 owed by the Vendor to the Affiliates of Purchaser as of the Effective Date related to the Business.

"Affiliate(s)" means, as applied to the Vendor, any other Person directly or indirectly controlling, or controlled by or under common control with that Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with") as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract, influence or otherwise.

"Affiliates of Purchaser" means Classic Helicopters Ltd. and Rilpa Enterprises Ltd.

"Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Purchase and Sale of Assets Agreement and the attached Schedules, as amended from time to time, and **"Article", "Section", "Subsection", "Paragraph", "Subparagraph"** and **"Schedule"** followed by a number or letter refer to the specified article, section, subsection, paragraph, subparagraph or schedule, as the case may be, of this Agreement.

"Aircraft" means the fixed wing aircraft registered in Canada and more properly identified in Schedule A attached hereto including, without limitation, collectively all related engines, components, instruments, avionics, accessories, navigational and communications equipment, appliances, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined in the *Personal Property Security Act* (Alberta)) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of such fixed wing aircraft, their airframe, components, parts or other equipment, excepting Excluded Parts Inventory.

"Aircraft AOC" means the air operator certificate and license issued by Transport Canada to OpsMobil Inc. in order to enable it to operate the Aircraft, being AOC #6458.

"AMO" means the Approved Maintenance Organization license issued by Transport Canada to Inc., being AMO #203-92.

"Ancillary Agreements" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"Assets" means all assets of any nature and kind, real property and personal property, which the Vendor has an interest in related, directly or indirectly to the Business, including, without limitation, the Aircraft, Helicopter, Lands, Leases, Improvements, Equipment, Vehicles, Contracts, Licenses, Intellectual Property, Software, Books and Records, Goodwill and Miscellaneous Interests, excepting the Excluded Assets, free and clear of all Encumbrances.

"Books and Records" means all information in any form relating to the Business and Assets including books of account, financial and accounting information and records, personnel records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, governance and safety procedures, operating manual, maintenance control manual, copies of all documents, policies, manuals, procedures and other precedents required and necessary to assist the Purchaser in obtaining Air Operator Certificates and AMO for the Aircraft and Helicopter, business reports, plans and projections, marketing and advertising materials and other document, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

"Business" means the ongoing business, assets and undertakings of the Vendor, as a whole, as conducted as of the Effective Date, related to its aerial surveillance and scanning, chemical spraying and local charter businesses operated by the Vendor and/or its Affiliates in the Province of Alberta and elsewhere in Canada, excluding any such operations in the United States of America.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in Alberta.

"Cash Difference" means an amount equal to the Purchase Price less the Accounts Payable to be paid by the Purchaser to the Vendor on Closing.

"Closing" means the completion of the transaction of purchase and sale contemplated by this Agreement.

"Closing Date" means 10:00 a.m. Calgary time on December 20, 2017 or such earlier or later date as the parties may mutually agree upon in writing.

"Contracts" means, collectively, Customer Service Contracts and Vendor Contracts.

"Customer Service Contracts" means all agreements, contracts, licenses, undertakings, engagements or commitments of any nature whatsoever, written or oral, which the Vendor has with Third Parties who are, as of the Effective Date, the customers and clientele of the Business, as disclosed to and accepted by the Purchaser at Closing, including without limitation, any and all master service agreements, customer contracts, work orders, customer order agreements and unfilled purchase orders.

"Effective Date" means November 1, 2017.

"Employees" means those employees and independent contractors of the Vendor related to the Business which the Purchaser will make offers of employment to as listed in Schedule A attached hereto.

"Encumbrances" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), title defect, title retention agreement or arrangement, conditional sale, deemed or statutory trust, prior claim, restriction on transfer, obligation to bring the Assets into good and proper standing without default, restrictive covenant or other encumbrance of any nature or kind which, in substance, secures payment or performance of an obligation, excepting for Permitted Encumbrances and Purchaser's Encumbrances.

"Environmental Laws" means all applicable laws of and agreements with a Governmental Authority and all other statutory requirements relating to public health or the protection of the environment, including civil law and common law responsibility for acts or omissions with respect to the environment.

"Environmental Liabilities" means all liabilities in respect of the environment which relate to the Assets or Business or which arise in connection with the ownership thereof or operations pertaining thereto, including without limitation, liabilities related to or arising from:

(i) storage, use, transportation or disposal of toxic or hazardous substances;
(ii) release, spill, escape or emission of toxic or hazardous substances; or
(iii) pollution or contamination of or damage to the environment:
including, without limitation, liabilities to compensate third parties for clean-up, damages and losses resulting from the items described in items (i)-(iii) above (including, without limitation, damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise restore or protect the environment. For the purposes of this Agreement, the environment includes, without limitation, the air, the surface and subsurface of the

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earth, bodies of water (including, without limitation, rivers, streams, lakes and aquifers) and plant, human and animal life.

"Equipment" means all chattels and equipment of every nature and kind, wherever located, owned or leased and used by the Vendor in the operation of the Business as of the Effective Date, including without limitation, surveillance and scanning equipment, aerial spray equipment, fuel, oil, cache equipment, snow clearing equipment, tools, instruments, office furniture, computers and all fueling and refueling equipment at the Whitecourt Facility, but does not include the Excluded Assets. The term "Equipment" collectively includes equipment owned by the Vendor and the Leased Equipment.

"Estoppel Certificate" means, collectively, certificates from Landlords of the Leases verifying and representing on Closing that all obligations of the Vendor pursuant to the Leases have been fully complied with and there are no outstanding complaints or defaults on behalf of the Vendor.

"Excluded Assets" means:

(i) Excluded Parts Inventory;
(ii) All helicopters located at the Whitecourt Facility or otherwise which are not listed in Schedule A; and
(iii) all bank accounts and accounts receivable of the Vendor before the Effective Date.

"Excluded Parts Inventory" means those parts, components and accessories located at the Whitecourt Facility which have been separated from the Assets at the Whitecourt Facility and identified by the Vendor to the Purchaser as of the date of execution of this Agreement.

"Facilities" means collectively the Whitecourt Facility, Rocky Mountain House Facility and Villeneuve Facility.

"Goodwill" means all customer lists, trade secrets, passwords, marketing techniques, telephone and facsimile numbers and related telephone lines used at the Facilities and business records and the right of the Purchaser to represent itself as carrying on the Business.

"GST" means the Goods and Services Tax pursuant to the *Excise Tax Act* (Canada) that may be payable in connection with the transaction contemplated by this Agreement.

"Governmental Authority" means any federal, provincial or local government or governmental regulatory body and any of their respective boards, subdivisions, agencies, instrumentalities, authorities or tribunals.

"Hazardous Substance" means any pollutants, contaminants, dangerous goods or substances, toxic, radioactive or hazardous substances or materials, asbestos, polychlorinated biphenyls, and includes and substance, material chemical or waste that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws.

"Helicopter" means the helicopter registered in Canada and more properly identified in Schedule A attached hereto including, without limitation, collectively all related engines, rotors, blades, components, instruments, avionics, accessories, navigational and communications equipment, appliances, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined in the *Personal Property Security Act* (Alberta)) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of such helicopters, their airframe, components, parts or other equipment.

"Helicopter AOC" means the air operator certificate and license issued by Transport Canada to OpsMobil Inc. in order to enable it to operate the Helicopter, Leased Helicopters and other helicopters operated by the Vendor, being AOC #5404.

"Helicopter Leases" means the interest of the Vendor in lease agreements between the Vendor and the Affiliates of the Purchaser in respect of the Leased Helicopters existing prior to the Effective Date related to the Business.

"Improvements" means all buildings, structures, fixtures, utilities, landscaping, paving, walkways, parking and delivery facilities, airside apron and any other improvements in or under the Lands and Leased Lands.

"Intellectual Property" means in whatever format, all registered and unregistered trade-marks, trade names, logos, commercial symbols, industrial designs, circuit topography, service marks, copyrights, patents, licenses, sublicenses, computer software rights, inventions, business plans, certifications, applications, registrations, trade secrets, know-how, patterns, drawings, formulas, technical information, merchandising information and materials, research and development data, concepts, methods procedures, designs, royalties, and other intellectual and industrial property of or pertaining to the Business and Assets.

"Interim Operation" means the operation of the Business and Assets by the Purchaser for the Interim Period.

"Interim Period" means the period between the Effective Date and the Closing Date.

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"Lands" means all the freehold lands legally and beneficially owned by the Vendor as more properly described in Schedule A attached hereto.

"Landlords" means, collectively, the landlords of the Leases.

"Leases" means the Vendor's interest in the agreements related to the Leased Lands, including all leases, licenses, extensions, renewals, replacements or substitutions thereof or further documents of title issued pursuant thereto, more properly described in Schedule A attached hereto.

"Leased Equipment" means the interest of the Vendor in only the leases of equipment which the Purchaser has acknowledged before Closing that it is prepared to assume and accept assignment thereof.

"Leased Helicopters" means the helicopters owned by the Affiliates of the Purchaser leased to the Vendor, as more properly described in Schedule A attached hereto.

"Leased Lands" means all the lands in respect of which the Vendor has a leasehold interest and right to use, occupy and possess such lands, as more properly described in Schedule A attached.

"Leased Vehicles" means the interest of the Vendor in only the leases of motor vehicles which the Purchaser has acknowledged before Closing that it is prepared to assume and accept assignment thereof.

"Legal Proceedings" means any litigation, action, suit, citation, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review and any application for same.

"Licenses" means all licenses and permits necessary to use, keep, operate, maintain, repair the Assets and Business which the Purchaser has acknowledged before Closing that it is prepared to assume and accept assignment thereof, including without limitation, the Aircraft AOC and AMO, but excluding the Helicopter AOC.

"Licensed Software" means all software licensed to the Vendor that is used in the Business which the Purchaser has acknowledged before Closing that it is prepared to assume and accept assignment thereof.

"Miscellaneous Interests" means all of the rights and interest of the Vendor in the Assets related to the Business which have not otherwise been separately identified and described herein, including without limitation, title and operating documents, use of the name: "Airborne Energy Solutions", etc.

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"**MOSS**" means the proprietary Software abbreviated for Dispatch Scheduling System.

"**Notice**" has the meaning set out in Section 7.1 of this Agreement.

"**Party or Parties**" means the Vendor and Purchaser, respectively or collectively, together with their respective heirs, executors, administrators, successors and permitted assigns.

"**Permitted Encumbrances**" means:

(i) the reservations, limitations, provisions and conditions in any original grants from the Crown of any of the Lands and statutory exceptions to title;

(ii) easements, rights of way, servitudes and other similar rights granted in the ordinary course of business to a public utility, municipality or governmental authority with respect to the operations pertaining to the Lands; and

(iii) the rights reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, grant or permit or by any other statutory provision.

"**Person**" means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and their respective heirs, executors, administrators, successors, permitted assigns, receivers and trustees.

"**Purchaser**" means Airborne Energy Solutions Inc. having an office at 480 Aviation Way N.E. Calgary, AB T2E 7G3.

"**Purchaser's Encumbrances**" means collectively any debt, lien, claim or cause of action arising and solely attributable to the Purchaser and the Interim Operation for the Interim Period.

"**Purchase Price**" means the sum of Three Million Two Hundred and Seventy Five Thousand ($3,275,000.00) Dollars, exclusive of GST.

"**Purchaser's Solicitor**" means Michael W. Mudie, Barrister and Solicitor, 520 Crescent Road N.W. Calgary, AB T2M 4A5.

"**Rocky Mountain House Facility**": means the Vendor's interest in the Improvements, Leases, Leased Lands and Equipment located at the premises located at the Rocky Mountain House Airport in Rocky Mountain House, AB, and as more properly described in Schedule A attached hereto.

"Software" means computer software and programs (in both source code and object code form), all proprietary and Licensed Software and programs and all documentation and other materials related to the computer software and programs and includes, without limitation, WARS and MOSS.

"Statement of Adjustments" has the meaning set out in Section 2.3(c).

"Transition Services Agreement" means an agreement to be entered into between the Parties related to the operation of the Aircraft, Helicopter, Leased Helicopters and Business after Closing to ensure the Business is fully integrated with the Purchaser.

"Taxes" means all taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any Governmental Authority, and any interest, fines, penalties or additions to tax attributable to or imposed on or with respect to any such assessment.

"Third Parties" means any Person not a Party to this Agreement.

"Vehicles" means those motor vehicles of every nature and kind, wherever located, used by the Vendor in conjunction, directly or indirectly, with the operation of the Business as of the Effective Date, including without limitation, those motor vehicles identified and described in Schedule A attached hereto. The term "Vehicles" collectively includes motor vehicles owned by the Vendor and the Leased Vehicles.

"Vendor" means collectively OpsMobil Group Inc. (**"Group"**), OpsMobil Inc. (**"Inc."**), OpsMobil Energy Services Ltd. (**"Energy Services"**), and any related or affiliated corporation, person or other entity having an interest of whatsoever nature in the Assets notwithstanding that they are not a signatory to this Agreement, having an office at 1200, 815-8th Avenue S.W. Calgary, AB T2P 3P2.

"Vendor Contracts" means collectively any agreement, contract, license, undertaking, engagement or commitment of any nature whatsoever, written or oral, with Third Parties related to the Business, not otherwise defined in this Agreement, as disclosed to and accepted by the Purchaser at Closing, including without limitation, any and all forward commitment for supplies, services or materials.

"Villeneuve Facility" means the Vendor's interest in the Improvements, Lease, Lease Lands and Equipment located at the premises municipally described as #22 Villenueve Airport, 27018 SH 633 Sturgeon County, AB T8T 0E3, and as more properly described in Schedule A attached hereto.

"WARS" means the proprietary Software abbreviated for Web Anomaly Reporting System.

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"Whitecourt Facility" means the Vendor's interest in the Improvements, Lands, Leases, Equipment and Leased Lands located at the premises municipally described as Hangar 1, Whitecourt Airport, Whitecourt, AB V7S 1P1, and as more properly described in Schedule A attached hereto.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders include the other genders.

1.4 Headings

The insertion into this Agreement of headings and the inclusion of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and, except as stated in this Agreement and the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supercedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement.

1.6 Currency, Cheques and Bank Drafts

Unless otherwise expressly stated in this Agreement, all reference to money shall refer to Canadian funds. Cheques and bank drafts shall be drawn in immediately payable Canadian funds at a branch in Canada of a Schedule 1 Canadian chartered bank or other financial institution acceptable to the Vendor.

1.7 Severability

If any provision contained in this Agreement or its application to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected.

1.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada. References to statutes shall be deemed, unless otherwise stated, to be references to such statutes as they exist on the date of this Agreement. The Courts having jurisdiction in Alberta shall have exclusive jurisdiction in relation to any legal proceeding arising in connection with this Agreement.

1.9 Day not a Business Day

If the date upon or by which anything under this Agreement is to occur or may occur falls on a Saturday, Sunday or statutory holiday in Alberta, such date shall be deemed to be the next ensuing Business Day, and any period of time measured by such date shall be extended to include the next business Day.

1.10 Time

Time shall be of the essence of this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

The Purchaser agrees to purchase the Assets from the Vendor, and the Vendor agrees to sell the Assets to the Purchaser, free and clear of all Encumbrances, on the terms and subject to the terms and conditions contained in this Agreement, for the Purchase Price, subject to adjustments as provided in this Agreement, payable by the Purchaser assuming the obligation to repay the Accounts Payable and by the Purchaser paying to the Vendor the Cash Difference by lawyer's trust cheque(s), certified cheque(s) or bank draft(s) payable on the Closing Date.

2.2 Purchase Price Offset and Assumption of Indebtedness

The parties acknowledge that the Purchase Price shall be paid, in part, through the offset, assignment and assumption of the obligation to pay the Accounts Payable, owed by the Vendor to the Affiliates of the Purchaser, by the Purchaser and, on Closing, such offset and assumption of indebtedness shall include a full and complete release of the Vendor by the Affiliates of the Purchaser in respect of the Accounts Payable owed as of the Effective Date.

2.3 Adjustments

(a) General. All benefits and obligations of every kind and nature accruing or payable with respect to the Business and Assets will be adjusted between the Vendor and Purchaser on an accrual basis as of the Effective Date (with the Effective Date being for the account of the Purchaser). The Vendor is entitled to all revenue attributable to the Assets during the period prior to the Effective Date and is responsible for (and entitled to any refunds in respect to) all expenses attributable

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to the Assets during the period prior to the Effective Date. For greater certainty, and without limitation, the Vendor is responsible to ensure the payment or discharge as the case may be of all debts, costs, expenses up to the Effective Date and other Encumbrances related to the Assets necessary or required to be paid to bring the Assets into good and proper standing without default in order to ensure the Purchaser receives full, complete and peaceful possession of the Assets as of the Effective Date. The Purchaser may, but is not obligated to, pay any such debts, costs, expenses and other Encumbrances related to the Assets necessary or required to be paid to bring the Assets into good and proper standing without default as stated above, and, in the event the Purchaser decides to do so, the Purchaser shall receive a full credit for same in the Statement of Adjustments. The Purchaser is entitled to all revenue attributable to the Assets during the period from and after the Effective Date up and to the Closing Date, and, if Closing occurs, the period thereafter, and is responsible for all expenses attributable to the Assets during the period from and after the Effective Date up and to the Closing Date, and, if Closing occurs, the period thereafter. The determination of whether expense and revenues with respect to the Assets are attributable to a period before, or as of and after, the Effective Date will be determined in accordance with general accepted accounting principles (GAAP).

(b) Taxes. The Vendor shall bear all taxes, including sales taxes, excise taxes or any other tax of a Governmental Authority attributable to the Vendor's ownership and operation of the Assets prior to the Effective Date. All deductions, credits or refunds pertaining to the Taxes, no matter when received, belong to the Vendor. The Purchaser will bear all Taxes attributable to the ownership or operation of the Assets at and after the Effective Date to the Closing Date, and, if Closing occurs, the period thereafter, and all deductions, credits and refunds pertaining to the aforementioned Taxes, no matter when received, belong to the Purchaser. The Vendor and Purchaser are responsible for filing any tax returns and handling payment of any Tax due under applicable law.

(c) Interim Statement of Adjustments. An interim statement of adjustments shall be delivered to the Purchaser by the Vendor at least five (5) Business Days prior to the Closing Date setting forth the Vendor's good faith estimate of the costs and expenses paid and expected to be paid by the Vendor from the Effective Date to the Closing Date and the revenues received by Vendor from and after the Effective Date, as those costs, expenses and revenues relate to the period as of and from the Effective Date to the Closing Date (the "Interim Statement of Adjustments"). The Interim Statement of Adjustments shall have annexed to it complete details and back-up of the known and estimated costs and expenses and revenues received and calculations used by the Vendor to arrive at all debits and credits on the Interim Statement of Adjustments. The Vendor will cooperate and assist the Purchaser with verifying the credits and debits. The Purchaser will, not later than two (2) Business Day prior to the Closing Date, complete its review of

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the Interim Statement of Adjustments. In the event that the Purchaser disputes an item of the Statement of Adjustments, the Purchaser will so notify the Vendor, not later than two (2) Business Days before the Closing Date, in writing (the "Purchaser's Objection"), and such notice will set forth the specific items or omitted items, amounts and description of the basis of the Purchaser's Objection (the "Disputed Adjustments") and the adjustments to the Interim Statement of Adjustments that the Purchaser believes should be made. The Vendor will review and respond to the Purchaser's Objection forthwith upon receipt of the Purchaser's Objection, and the Parties will thereafter attempt in good faith to reach an agreement with respect to the Disputed Adjustments. If the Vendor and Purchaser are unable to resolve their disagreement prior to the Closing Date, Closing shall occur on the basis of the Interim Statement of Adjustments and the amount of the Disputed Adjustments shall be paid by the Purchaser and held in the trust account of the Purchaser's solicitor pending agreement of the Parties or determination of the Disputed Adjustments in accordance with the time frames and dispute resolution process set forth below in Section 2.4.

2.4 Readjustment, Additional Adjustments and Final Statement of Adjustments

(a) Final Statement of Adjustments. On or before February 28, 2018 or such other time as may be agreed to between the Parties, a further and final accounting of the adjustments shall be completed by the Vendor (the "Final Statement of Adjustments") and a Final Statement of Adjustments delivered to the Purchaser. The Final Statement of Adjustments shall have annexed to it complete details and back-up of the costs and expenses and revenues received and calculations used by the Vendor to arrive at all debits and credits on the Final Statement of Adjustments. The Vendor will forthwith cooperate and assist the Purchaser with verifying the credits and debits, including providing access to the books, records and accounts of the Vendor for the purpose of verifying the adjustments. The Parties will attempt to resolve any dispute arising from the Final Statement of Adjustments through consultation and negotiation in good faith. If those attempts fail, either party may apply to the Court with respect to such disagreement or, alternatively, if the parties mutually agree to refer the dispute to binding arbitration for final resolution, then the arbitration will be conducted by a single arbitrator in accordance with the provisions of the *Arbitration Act* (Alberta). All adjustments finally determined shall be adjustments to the Purchaser Price payable within thirty (30) days of final determination by agreement, court judgment or alternate dispute resolution.

2.5 Allocation of Purchase Price

The Purchase Price will be allocated between the Assets as follows:

(a) Aircraft $ 260,000.00

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(b)	Helicopter	\$ 290,000.00
(c)	Whitecourt Facility	\$2,300,000.00
(d)	Rocky Mountain House	\$ 175,000.00
(e)	Equipment	\$ 250,000.00
	Total Purchase Price	\$3,275,000.00

Vendor and Purchaser must complete all tax returns, designations and elections in a manner consistent with the allocation and otherwise follow the allocation for all tax purposes on and subsequent to the Closing Date and not take any position inconsistent with the allocation. If such allocation is disputed by any taxation or other Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use their commercially reasonable efforts to sustain the allocation; provided if the Vendor is no longer in existence, or its agreement or approval cannot practicably be obtained given the circumstances of the Vendor after Closing, the Purchaser shall be entitled to make and agree to whatever adjustments or amendments after Closing to such allocations with such taxation or Governmental Authority as the Purchaser deems appropriate, and which shall be binding for all purposes on the Vendor. The Parties will share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Agreement to be properly, timely and consistently reported.

ARTICLE 3
CONDITIONS PRECEDENT OF PURCHASER

3.1 Conditions Precedent of Purchaser

Closing is conditional upon each of the following conditions precedent, which conditions precedent have been inserted for the sole benefit of the Purchaser as follows:

(a) Due Diligence. On or before Closing, the Purchaser shall have performed a satisfactory due diligence review of the Assets;

(b) Assignment of Leases. On or before Closing, the Landlords, or their assignee(s), shall have provided their respective consents to the assignment of the leases between the Vendor and Purchaser in respect of the Leases and Leased Lands;

(c) Discharge of Encumbrances. Prior to or concurrently on the Closing Date, Vendor will obtain and register absolute discharges of all Encumbrances registered against the Assets at the Closing Date:

(d) Representations and Warranties. The representations and warranties of the Vendor contained herein shall be true and correct in all material respects as of the Effective Date and on the Closing Date as if made again on the Closing Date.

3.2 Satisfaction of Conditions

The Purchaser agrees to proceed in good faith and with promptness and diligence to attempt to satisfy those conditions set forth above that are within its reasonable control. The Vendor agrees, where applicable, to reasonably assist the Purchaser in satisfying those conditions set forth above. The Purchaser further agrees to notify the Vendor on or before the Closing Date or such prior date as may be specified for the fulfillment of a condition of those conditions that have been satisfied.

3.3 Waiver of Conditions

(a) Notice of Waiver. If a condition set out in this Article has not been satisfied on or before the Closing Date or such prior date as may be specified for its fulfillment, the Purchaser may:

(i) waive compliance with the condition in whole or in part, in its sole discretion, by notice to Vendor to be given on the Closing Date or within one (1) Business Day after the date specified for the fulfillment of such condition if such date is more than one (1) Business Day before the Closing Date, and without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part, or

(ii) elect by written notice to the Vendor to terminate this Agreement, in which case neither party shall be under any further obligation to the other to complete the transaction contemplated by this Agreement.

(b) Deemed Satisfaction of Conditions. Notwithstanding the aforesaid, the Closing of the transaction contemplated by this Agreement by the parties shall be deemed to be a waiver by the Purchaser of compliance with any condition included for its benefit and not satisfied on the Closing Date but shall not release the Vendor from liability with respect to the covenants, representations and warranties on its part contained in this Agreement.

(c) Conditions Precedent. The conditions set out above in this Article are conditions to the obligations of the Purchaser hereto and are conditions precedent to the existence or enforceability of this Agreement.

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Vendor's Covenants. Representations and Warranties

The Vendor covenants, represents and warrants in favour of the Purchaser that, as of the date of this Agreement or such other time as may be specified:

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(a) Corporate Status. The Vendor is a corporation duly incorporated and subsisting under the laws of the Province of Alberta and has the corporate power, authority, right and capacity to own its property and assets and to enter into, execute and deliver this Agreement and to carry out the transactions and enter into the other agreements contemplated by this Agreement in the manner contemplated by this Agreement;

(b) Corporate Authorization. The transactions and other agreements contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Vendor;

(c) Title. On Closing, the Vendor will be the legal and beneficial owner of the Assets, with good and marketable title and interest thereto free of all Encumbrances, claims and adverse interests, except the Permitted Encumbrances. The Vendor has good right, full power and absolute authority to transfer good and marketable title to the Assets to the Purchaser, for the purposes, in the manner and according to the true intent and meaning of this Agreement. The Vendor has no indebtedness to any Person that constitutes or by operation of law or otherwise might constitute an Encumbrance on the Assets or which could affect the right of the Purchaser from and after the Effective Date and at Closing to own or possess the Assets, except for the Permitted Encumbrances; the Vendor, without limitation, will be responsible to ensure all outstanding obligations related to the Assets are brought into good standing and are current as of the Effective Date;

(d) Leases. The Vendor is not in breach of any term or condition in the Leases and it shall use its best efforts to have the Landlords provide an Estoppel Certificate in favour of the Purchaser in respect of same. The Leases are in good standing, create a good and valid leasehold estate in the Leased Lands thereby demised and are full force and effect without amendment. With respect to each Lease: (i) all rents and additional rents have been paid; and (ii) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or happening of any other event or condition, would become a default under the Lease or would allow or permit landlords to make any claims under the Leases, including with respect to any non-compliance with Environmental Laws. To the knowledge of the Vendor the Landlords are currently not in breach of the Leases and the Landlords do not have any obligations outstanding and unfulfilled to the Vendor in respect of the Leases;

(e) Location of Improvements. The use of the Improvements, Lands and Leased Lands complies with existing municipal land use bylaws and any restrictive covenants on title. The Improvements are on the Lands and Leased Lands and not on any easement, right-of-way or neighboring lands unless there is a registered

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agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing. The Improvements comply with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).

(f) Construction Liens. As of Closing, all amounts for labour and materials related to the construction or repair of the Improvements shall have been fully paid and no one has a right to file a lien against the Lands or Leases in respect thereof;

(g) Defects. To the knowledge of the Vendor, there are no defects, including latent defects, related to the Improvements, Lands and Leased Lands which have not been disclosed in writing to the Purchaser. Any Governmental Authority notice related to the Improvements, Lands and Leased Lands, and lack of permits for any development related to the Improvements, Lands and Leased Lands known to the Vendor have been disclosed in writing to the Purchaser. The Improvements contain no asbestos or urea formaldehyde and fully comply with the provisions of the *Alberta Building Code*. The Parties acknowledge that the roof of the Hanger 1 building located at the Whitecourt Facility has a water leak to be assumed for repair by the Purchaser;

(h) Condition of Assets. The Vendor is not aware of any undisclosed material defect in any of the Assets. None of the Assets are in need of maintenance or repairs but for routine maintenance and repairs on the Aircraft, Helicopter and Leased Helicopters which are noted defects and maintenance tasks set forth in the journey logs for the Aircraft, Helicopter and Leased Helicopters respectively, as applicable, and excepting the roof repair described above in Section 4.1 (g).

(i) Aircraft and Helicopter. As of the Effective Date, the Aircraft and Helicopter

   (i) are of merchantable quality, corresponds with the description, fit for the Business and in all respects are fully airworthy;
   (ii) are operating and have been operated in accordance with the manufacturer's approved operating manual and by persons fully qualified to operate same;
   (iii) have been serviced, repaired and maintained in a fully airworthy condition so as not to diminish its value and in accordance with the manufacturer's maintenance program and all applicable laws, rules, regulations, order, mandatory modifications, directives, Alert Service bulletins and other legal requirements;
   (iv) log books, maintenance records and other records of any kind whatsoever related to the operation of the Aircraft and Helicopter are accurate,

complete and current up to the Effective Date and in accordance with all appropriate laws, rules, regulations, orders and other legal requirements; and

(v) have the various hours of operation, overhaul and replacement times remaining as advised by the Vendor to the Purchaser.

The Purchaser shall be entitled to retain all colours, paintings, lettering and logs on the Aircraft and Helicopter without interference or disruption from the Vendor.

(j) Operation of Aircraft. The Purchaser shall be permitted and entitled during the Interim Period to operate the Aircraft under the Aircraft AOC, and the Helicopter and Leased Helicopters under the Helicopter AOC.

(k) Contracts and Licenses. The Vendor has performed all of the obligations required by it to be performed by it and is entitled to all benefits under the Contracts and Licenses. To the knowledge of the Vendor, the Vendor is not alleged to be in default of any Contract or License. The Contracts and Licenses are in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Contract or License or could be expected to materially and adversely affect the relationship with any customer or supplier or reduce or otherwise decrease its usage of the services of the Business. To the knowledge of the Vendor, no customer or supplier intend to terminate or materially alter its business relationship with the Business, either as a result of the transactions contemplated by this Agreement or otherwise. All Contracts and Licenses are fully assignable for the benefit and advantage of the Purchaser, subject to the rights of Third Parties. True, correct and complete revenue statements of all Customer Service Contracts and commitments under Vendor Contracts and Licenses have been provided to the Purchaser. The Vendor will cooperate and work together with the Purchaser before and after Closing to ensure that all Contracts and Licenses accepted by the Purchaser at Closing are duly and promptly transferred and assigned to the benefit of the Purchaser;

(l) Intellectual Property. The Vendor owns all right, title and interest in and to Intellectual Property and it has the right to use all the Intellectual Property used by it in carrying on the Business. All of the Vendor's owned Intellectual Property which has been registered or applied for registration has been properly maintained and renewed by the Vendor in accordance with applicable laws and has not been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or unenforceability of any rights in such Intellectual Property. To the knowledge of the Vendor, neither the use of the Intellectual Property nor the conduct of the Business in accordance with its past practices misappropriates or infringes upon any patent or copyright of any Third

Party or, to the knowledge of the Vendor, trade name, trade secret, trademark, service mark or other intellectual property right of a Third Party. No person has made, or, to the knowledge of the Vendor, threatened to make, a claim against the Vendor alleging that the Vendor has violated, infringed, or otherwise improperly used any intellectual property rights. Schedule A contains a complete and accurate list of the Intellectual Property owned by, licensed to or used in the Business;

(m) Software. Schedule A sets forth a true and complete list of: (i) all software owned by the Vendor and used in the Business (the "Proprietary Software") and (ii) all software (other than Proprietary Software) licensed by the Vendor that is used in the Business which the Purchaser has acknowledged before Closing that it is prepared to assume and accept assignment thereof (the "Licensed Software") and, together with the Proprietary Software, collectively, the "Software" and all licensing, franchising, purchase, development or other agreements, contracts, or instruments relating to such Software or under which any person is obliged to pay or has the right to receive a royalty, license fee or similar payment with respect to any of the Software (collectively, the "Software Agreements"). The Vendor has all right, title and interest in and to all intellectual property rights in the Proprietary Software. The Vendor has developed the Proprietary Software through its own efforts and for its own account, and the Proprietary Software is, and on Closing, will be free and clear of all Encumbrances. The Vendor has not received notice from any Third Party claiming any right, title or interest in the Proprietary Software. The use of the Proprietary Software does not breach the terms of any Software Agreement. To the Vendor's knowledge, the Proprietary Software does not infringe any patent, copyright or trade secret or any other intellectual property right of any Third Party. The Vendor is in compliance with the terms and conditions of all Software Agreements. The Vendor has not granted rights in the Software to any Third Party. The Software owned and licensed by the Vendor constitutes all the software that is reasonably necessary in the conduct of the Business and, after Closing, Purchaser will be able to conduct the Business as currently conducted using the Software in the same manner as the Vendor did prior to the Effective Date.

(n) Books and Records. All accounting and financial Books and Records have been fully, properly and accurately kept and completed. True, correct and complete copies of the sales, earnings and expenses of the Business prior to the Effective Date have been provided to the Purchaser;

(o) Transition Services. The Vendor shall fully perform all obligations pursuant to the Transition Services Agreement between the Parties. Without limiting the foregoing, the Vendor shall continue to allow the Aircraft to be operated under the Vendor's Aircraft AOC and AMO until such time as the transfer or assignment of the Aircraft AOC and AMO from the Vendor to the Purchaser has been completed. The Helicopter and Leased Helicopters shall continue to be operated under the Helicopter AOC and AMO until such time as the Purchaser obtains from Transport Canada its own Aircraft Operating Certificate necessary to operate the Helicopter and Leased Helicopters.

(p) Aircraft Operating Certificates and AMO. The Vendor shall at all times continue to maintain in proper standing and status the Aircraft AOC, Helicopter AOC and AMO for the Interim Operation, and thereafter pursuant to the Transition Services Agreement for the benefit of the Purchaser.

(q) No Default under other Agreements. Neither the execution of this Agreement nor its performance by the Vendor will result in a breach of any term or provision or constitute a default under any of the Permitted Encumbrances, the constating documents or by-laws of the Vendor, or any Encumbrance, indenture, deed of trust or any other agreement to which the Vendor is a party or by which it is bound;

(r) No Litigation. There are, and will be on Closing, no Legal Proceedings commenced or, to the knowledge of the Vendor, threatened against or affecting the Assets or the occupancy, use, or disposition of the Assets by the Vendor, in law or in equity;

(s) No Indebtedness Constituting an Encumbrance. The Vendor will not on the Closing Date have any indebtedness to any person that might by operation of law or otherwise constitute an Encumbrance on the Assets or any part of the Assets or which could affect the right of the Purchaser, from and after the Closing Date, to own and peacefully possess the Assets, other than the Permitted Encumbrances;

(t) Residence. The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act (Canada)*;

(u) Encumbrances. Title to the Purchase Assets will, on the Closing Date, be free and clear of all Encumbrances, excepting only the Permitted Encumbrances and any Purchaser's Encumbrances;

(v) Permitted Encumbrances in Good Standing. There is no default nor is there any event that with the passage of time or the giving of notice would constitute a default existing in the performance or observance of the terms and provisions of the Permitted Encumbrances, each of which has been complied with in all respects and is in good standing;

(w) No Employees. There are no employees of the Business in respect of which the Purchaser will incur any liabilities whatsoever as a result of the completion of the transaction contemplated by this Agreement. All Employees of the Business shall

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be terminated by the Vendor after the Purchaser has made offers of employment to Employees, and the Purchaser shall have no liability related to their termination of employment with the Vendor.

(x) Consents. On or before the Closing Date, all consents, approvals and assumptions required to permit the assignment of those Licenses, Leases, Intellectual Property, Equipment, Leased Vehicles being assigned, at Closing, and the benefits thereof to the Purchaser shall have been obtained by the Vendor or entered into by all necessary parties;

(y) Environmental Matters. Vendor:

(i) has not received and has no knowledge of any orders or directives under the Applicable Law from a Governmental Authority relating to environmental matters requiring any work, repairs, constructions or capital expenditures with respect to the Assets, which order or derivative remains outstanding on Closing;

(ii) has not received and has no knowledge of any demand or notice from a Governmental Authority or Third Party relating to the breach of any environmental, health or safety law applicable to the Assets, including without limitation, any Applicable Law relating to the use, storage, treatment, shipping or disposition of environmental contaminants, which demand or notice has not been complied with in all material respects;

(iii) has made available to Purchaser all environmental information within its possession and has not knowingly withheld any such information from Purchaser relevant to environmental matters that relate to or affect the Assets; and

(iv) indemnifies, hold harmless and defend the Purchaser from and against all actions, causes of action, losses, costs (including full indemnity legal costs on a solicitor and his own client basis), claims, damages or expenses which Purchaser may sustain, pay or incur as a result of any act, omission, matter or thing related to the Assets done, omitted, occurring or accruing on, prior to the Effective Date with respect to Environmental Liabilities arising from the act or omission of the Vendor. This liability and indemnity shall apply notwithstanding such due diligence review of the Assets by the Purchaser and without limit and without regard to cause or causes, including without limitation, the negligence, whether sole, concurrent, gross, active, passive, primary or secondary, or the willful or wanton misconduct of either Vendor or any Third Party or otherwise.

(z) Commissions. Vendor has incurred no obligation or liability for brokers' or finders' fees, contingent or otherwise, in respect of this transaction for which Purchaser shall have any obligation or liabilities;

(aa) Insurance. From and after the Effective Date to the Closing Date, Vendor shall cause to be maintained in full force and effect policies of insurance heretofore maintained and add the Purchaser as an additional named insured as of the Effective Date. The Assets are insured against loss or damage by all insurable hazards or risks on a replacement cost basis. The Vendor is not in default with respect to any of the provisions contained in the insurance policies, the payment of any premiums under any insurance policy and has not failed to give notice or to present any claim under any insurance policy in a due and timely fashion. To the knowledge of the Vendor, there are no circumstances in respect of which any person could make a claim under any insurance policy. There has not been any material adverse change in the relationship of the Vendor with their insurers, the availability of coverage, or in the premiums payable pursuant to the policies. Copies of all insurance policies of the Vendor related to the Business and any recent inspection report received from insurance underwriters have been delivered to the Purchaser;

(bb) Taxes. Vendor will save harmless and indemnify Purchaser in respect of any and all tax liabilities owing to the Department of National Revenue or otherwise up to and including the Closing Date which may affect the purchase and sale of the Assets as herein contemplated. It being understood and agreed that such liability is and remains the liability of Vendor;

(cc) No Expropriation. There are no existing or, to the knowledge of the Vendor, contemplated proceedings or similar public or private proceedings affecting the Assets or any part thereof;

(dd) Prior to Effective Date. Vendor will pay any and all debts, liabilities, costs, charges and expenses incurred by or on behalf of Vendor in connection with the Assets being herewith sold and conveyed up to the Effective Date and to the best of Vendor's knowledge as of the date hereof there are no authorized expenditures or obligations outstanding in respect of the Assets;

(ee) Access to Records. From the Effective Date, Vendor shall make available at the principal place of business of Vendor to Purchaser true copies of all documents, contracts, records, data and agreements in respect of the Assets and Purchaser shall maintain in confidence all such information as disclosed therein. On the Closing Date, Vendor shall upon reasonable request transfer and deliver copies of all such documents, contracts, records and agreements to Purchaser as may be reasonably requested by Purchaser;

(ff) No Work Orders. The Vendor has not received any written work order,

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deficiency notice, notice of violation or other similar communication from any municipal or governmental authority, board of insurance underwriters, police or fire department, sanitation or health authorities, regulatory authority or otherwise that is outstanding requiring or recommending that work or repairs in connection with the Assets or any part of the is necessary, desirable or required;

(gg) Non-Competition. The Vendor and its principals, Ryan Tobber and Roch Dallaire/Gemini Helicopters Ltd., will not compete against the Business for a three (3) year period within the geographical area of Canada after Closing; provided however, that:

(i) the Vendor shall only be permitted to provide charter operations (not to involve aerial surveillance and scanning or chemical spraying) from its existing Rainbow Lake facility in the customary territory serviced thereby and complete oil and gas operatorship and asset management services that are not in competition to the Business. For greater certainty, oil and gas operatorship and asset management services ("Asset Management Services") means complete services (and not partial and including aerial surveillance but not aerial spraying) as currently provided by the Vendor to Ranch Energy Corporation of turnkey management services from well head to point of sale for oil and gas assets and any future Asset Management Services provided to third parties for the same complete scope of work; and

(ii) Roch Dallaire/Gemini Helicopters Ltd. shall be permitted to continue to provide charter operations (not to involve aerial surveillance and scanning or chemical spraying) from its existing Grande Prairie facility and High Level facility in the customary territory serviced thereby.

The Vendor and its principals as set forth above will execute a Non-Competition Agreement delivered contemporaneously with Closing;

(hh) Right of First Refusal. The Vendor covenants that the Purchaser shall be granted a right of first refusal on any aerial operations work which the Vendor intends to sub-contract out, and not fully perform itself, in respect of the Asset Management Services and charter services from its Rainbow Lake facility.

(ii) New Proprietary Software. The Vendor covenants that the Purchaser shall be granted an exclusive license for the territory of Canada to the new proprietary software it intends to develop to update and improve data and services for oilfield businesses using, in part, the platform and data of WARS which the Purchaser has agreed to allow the Vendor continued access to for such purpose. The terms and conditions of such license agreement shall be negotiated and concluded between the parties acting in good faith.

(jj) Aeronet Software. The Vendor shall provide and transfer to the Purchaser all historical data and back-up materials used by the Vendor in respect of the Aeronet software and platform as the Purchaser may reasonably require to provide continuity in the running and operation of the Business.

(kk) Disclosure. The Vendor has not knowingly withheld any information relating to the Business or Assets which might reasonably be considered to be material to the Purchaser.

4.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to and in favour of the Vendor that, as of the date of this Agreement or such other date as may be specified:

(a) Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of the Province of Alberta and has the corporate power, authority, right and capacity to enter into, execute and deliver this Agreement and to carry out the transactions and enter into the other agreements contemplated by this Agreement in the manner contemplated by this Agreement;

(b) Corporate Authorization. The transactions and other agreements contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Purchaser;

(c) No Default under other Agreements. Neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under the constating documents or by-laws of the Purchaser or any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound; and

(d) Investment Canada Act. The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

4.3 Survival of Warranties

The representations and warranties contained herein shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor for a period of eighteen months after the Closing Date, so that written notification of any breach of any representation or warranty known by a party must be provided to the other Party on or before the expiry of such eighteen month period.

4.4 Effect of Warranties

Subject to the limitation period with respect to representation and warranties set forth above, each party agrees to protect, indemnify and save the other party harmless from and against any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising or suffered by the other party as a result of any misrepresentation or breach of warranty by the first-mentioned party under this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement. No representation or warranty in this Agreement, nor any action taken in respect thereof, shall affect any statutory or implied warranty or covenant included or deemed to be included in the transfer or deed delivered on Closing, which, unless the contrary is expressed in the transfer or deed, shall continue to be enforceable after Closing for such period as is provided by law, and despite expiry of any representation or warranty herein.

ARTICLE 5
RISK AND LOSS

5.1 General

The Assets shall be at the risk of the Vendor until completion of this Agreement.

5.2 Notice of Loss

If any loss or damage to the Assets in excess of $25,000.00 in aggregate occurs on or before the Closing Date, the Vendor shall promptly deliver a notice (the "**Notice of Loss**") to the Purchaser specifying the nature and extent of the loss or damage. The Purchaser may then elect to terminate this Agreement by giving notice of termination to the Vendor on or before the earlier of the tenth Business Day following delivery of the Notice of Loss or the Closing Date, in which case neither party shall be under any further obligation to the other to complete the transaction contemplated by this Agreement. If the Purchaser does not elect to terminate this Agreement, then, at the option of the Purchaser:

(i) the Purchaser shall complete this Agreement on the Closing Date, and the Vendor shall assign and deliver to the Purchaser any insurance proceeds in respect of the Assets to which the Vendor is entitled and the Purchaser shall be entitled to deduct from the Purchase Price any deductible or co-insurance for which the Vendor is responsible but does not pay and provide satisfactory evidence of such payment on or before the Closing Date, or

(ii) the Vendor shall diligently repair or cause to be repaired at the sole cost and expense of the Vendor, without expense to the Purchaser, all damage caused to the Assets and the Purchaser shall complete this Agreement upon the completion of such repairs or replacement or, at the option of the

Purchaser, at such earlier time on or after the Closing Date as the Purchaser may determine (and the Closing Date shall be extended accordingly).

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing Arrangements

This Agreement shall be completed on the Closing Date at the office of the Vendor in Calgary, Alberta or at such other place as the parties may mutually agree upon.

6.2 Documents of the Vendor

The Vendor shall deliver to the Purchaser on the Closing Date, or on such other date as may be specified in the Agreement, fully executed by the Vendor, where applicable or such other parties as may be specified:

(a) Certificates of Registration and Bill(s) of Sale. Certificates of Registration with respect to the Aircraft and Helicopter and duly executed and registerable Bill(s) of Sale and any additional documentation as may be required to assure title and ownership of the Assets to the Purchaser and any part thereof has been transferred and issued in the name of the Purchaser, free and clear of any and all Encumbrances, and evidence of the discharge of all Encumbrances and related registrations.

(b) Assignment(s) of Leases. Duly executed Assignment of Lease Agreements transferring the interest of the Vendor in the Leases, Improvements and Leased Lands to the Purchaser, free and clear of any and all Encumbrances, and evidence of the discharge of all Encumbrances and related registrations or, at the election of the Purchaser, surrender of lease agreements necessary to allow the Purchaser to enter into new lease agreements with the Landlord(s);

(c) Landlords' Consent. Duly executed Consent to Assignment of Lease Agreements from the Landlords for the Assignment of the Leases and Improvements;

(d) Estoppel Certificates. Estoppel Certificates in form satisfactory to the Purchaser from the Landlords in respect of the Leases;

(e) Transfer of Land. Duly executed and registrable Transfer of Land transferring the Lands from the Vendor to the Purchaser, free and clear of any and all Encumbrances, excepting the Permitted Encumbrances, in accordance with the Western Law Societies' Conveyancing Protocol, and in due course, evidence of the discharge of all Encumbrances and related registrations;

(f) Real Property Reports. Real Property Reports showing the current Improvements on the Lands and Leased Lands according to the Alberta Land Surveyors' Association manual of Standard Practice, with evidence of municipal compliance or non-conformance.

(g) Assignment and Assumption of Customer Service Contracts. Assignment(s) by the Vendor to the Purchaser and an assumption (as to all obligations accruing on and after the Effective Date) by the Purchaser of all Customer Service Contracts able to be transferred as of Closing together with consents and approvals of such customers of the Business and any other documentation required by such customers to effect a transition of the Customer Service Contracts from the Vendor to the Purchaser.

(h) Undertaking. Undertaking signed by the Vendor to assist, cooperate and work together with the Purchaser after Closing to transfer those Customer Service Contracts not able to be assigned and transferred to the Purchaser on Closing;

(i) Assignment and Assumption of Vendor Contracts. Assignment(s) by the Vendor to the Purchaser and an assumption (as to all obligations accruing on and after the Effective Date) by the Purchaser of all Vendor Contracts.

(j) Assignment and Assumption of Vehicle Leases and Bills of Sale. Assignments and Bills of Sale duly executed by the Vendor in favour of the Purchaser and an assumption (as to all obligations accruing on or after the Effective Date) by the Purchaser of all Vehicle Leases.

(k) Assignment and Assumption Agreement. An assignment by the Vendor to the Purchaser and an assumption (as to all obligations accruing on and after the Effective Date) by the Purchaser of all other Licenses, permits, approvals and other agreements pertaining to the Assets.

(l) Bill of Sale. Bill(s) of Sale related to all personal property owned by the Vendor and not otherwise listed above as may be required to assure title and ownership of the complete Assets to the Purchaser and any part thereof has been transferred and issued in the name of the Purchaser, free and clear of any and all Encumbrances, and in due course, evidence of the discharge of all Encumbrances and related registrations.

(m) Discharge of Leased Helicopters Encumbrances: To the extent not previously delivered, Vendor shall provide proof of the discharge of all Encumbrances of its lenders registered in respect of and against the Leased Helicopters;

(n) Transition Services. To the extent not previously delivered to the Purchaser the Transition Services Agreement;

(o) Irrevocable Assignment and Directions to Pay. To the extent not previously delivered to Purchaser, an irrevocable assignment of accounts receivable of the Business from the Vendor to the Purchaser from and after the Effective Date, free and clear of all Encumbrances. Irrevocable Directions to Pay in respect of the Customer Service Contracts, banking documentation and such other notices and documentation set forth in the Transition Services Agreement;

(p) Corporate Approval. Such corporate documentation, approvals and consents relating to the authority of the Vendor to sell and convey the Assets to the Purchaser.

(q) Certificate. A certificate of an officer of the Vendor that the representations and warranties of the Vendor herein given are true and correct in all material respects at the Closing Date.

(r) Non-Competition Agreement. A Non-Competition Agreement(s) of the Vendor in content as stated above and satisfactory to the Purchaser acting reasonably.

(s) Right of First Refusal Agreement. A Right of First Refusal Agreement related to the sub-contracted portion of the Asset Management Services.

(t) Assets Not Previously Delivered. To the extent not previously delivered to the Purchaser or its agents, any and all of the Assets.

(u) Accounts Payable. Assignment by the Vendor to the Purchaser and an assumption by the Purchaser of the obligation to pay the Accounts Payable.

(v) Interim Statement of Adjustments.

(w) GST Declaration. The document described below.

(x) Miscellaneous. All client lists, passwords necessary to operate the computers, software and other items used to ensure the on-going operation of the Business.

(y) Other. Such further documentation relating to the completion of this Agreement as the Purchaser may reasonably require.

6.3 Vacant Possession

The Vendor shall allow the Purchaser peaceful and vacant possession of the Assets on the Effective Date.

6.4 Documents of the Purchaser

Upon delivery by the Vendor to the Purchaser of the Documents of the Vendor on Closing, the Purchaser shall deliver to the Vendor the following documents on the Closing Date or such other date as may be specified:

(a) Purchase Price due on Closing Date. A lawyer's trust cheque, certified cheque or bank draft payable to the Vendor's Solicitor for the Cash Difference in accordance with Paragraph 2.1 above.

(b) Accounts Payable. An assignment by the Vendor to the Purchaser and an assumption by the Purchaser of the obligation to pay the Accounts Payable, duly consented to by the Affiliates of the Purchaser.

(c) Release. Release and Discharge of Liability from the Affiliates of Purchaser in favour of Vendor in respect of the Accounts Payable.

(d) Aircraft and Helicopter Leases. Leases of the Aircraft and Helicopter from the Purchaser, as Lessor, to a company of the Vendor, as Lessee, to be governed in accordance with the Transition Services Agreement.

(e) Helicopter Sub-leases. Sub-leases of the Leased Helicopters from the Purchaser as Sub-lessor, to a company of the Vendor, as Sub-lessee, to be governed in accordance with the Transition Services Agreement.

(f) License. A license agreement from the Purchaser to the Vendor allowing it to use the WARS software, if requested by the Vendor before Closing, satisfactory to the Purchaser acting reasonably.

(g) Common Party Documents. Those documents described herein to which the Purchaser is also a party.

(h) GST Declaration. The document described below.

(i) Other. Such further documentation relating to the completion of this Agreement as the Vendor may reasonably require.

6.5 Registration and Fees

(a) Registration Costs. The Purchaser shall be responsible for all registration fees in connection with the registration of caveats protecting its interest pursuant to the Leases and the registration of the Transfer of Land. The Vendor is responsible for all other costs related to transferring title of the Assets to the Purchaser and discharging all Encumbrances, excepting the Permitted Encumbrances.

(b) Legal Fees. Each party shall be responsible for its own legal fees with respect to this transaction.

(c) Commissions. Unless retained in writing by the Purchaser, any amounts due to any real estate agent or broker involved with the transaction contemplated in this Agreement are the sole responsibility of the Vendor.

6.6 Goods and Services Tax

With respect to GST payable in respect of the purchase and sale of the Assets:

(a) the Parties shall make a reasonable allocation of the total consideration between taxable and exempt portion, and the Purchaser shall only be liable for GST under the following clauses on the taxable portion of the consideration as so allocated or as finally determined by taxing authorities.

(b) unless the Purchaser is registered under the Excise Tax Act (Canada) (the **"Act"**) as of the Closing Date, the Purchaser shall pay to the Vendor by certified cheque or bank draft on closing all GST payable in respect of the purchase and sale of the Assets in accordance with the Act, and the Vendor shall remit such GST to Canada Customs and Revenue Agency ("CRA") when and to the extent required by the Act.

(c) if the Purchaser is registered under the Act as of the Closing Date, the Vendor shall not collect GST from the Purchaser in respect of the purchase and sale of the Assets, and the Purchaser shall file returns and remit the GST to CRA in respect of the purchase and sale of the Assets when and to the extent required by the Act.

(d) the Purchaser shall indemnify the Vendor and save it harmless from and in respect of any liability of the Purchaser under the Act arising because of any breach of the obligations of the Purchaser under the Act or this Section, and the Vendor shall indemnify the Purchaser and save it harmless from and in respect of any liability of the Vendor under the Act arising because of any breach of the obligations of the Vendor under the Act or this Section, together, in each case, with all loss, costs and expenses resulting from such breach.

(e) The Purchaser shall, if applicable, provide to the Vendor a statutory declaration or warranty certificate on closing confirming its GST registration number under the Act and any other matters reasonably required by the Vendor. The Purchaser and Vendor shall mutually execute a GST Form 44 Election.

(f) The provisions of this Section shall survive closing and the Parties shall mutually undertake on closing to abide by this Section.

ARTICLE 7
MISCELLANEOUS

7.1 Notices

(a) Addresses for Notice. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a **"Notice"**) shall be in writing and shall be given by personal delivery or written electronic communication which results in a written or printed notice being given to the applicable address set forth below:

(i) Vendor:

1200, 815-8th Ave. S.W.
Calgary, AB T2P 3P2

Attention: Ryan Tobber and Mike Rempel

(ii) Purchaser:

480 Aviation Way N.E.
Calgary, AB T2E 7G3

Attention: Kenneth I. Mizera

With a copy to:

Michael W. Mudie
Barrister and Solicitor
520 Crescent Road N.W.
Calgary, AB T2M 4A5

(a) Receipt of Notice. Any Notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the date of transmission.

(b) Change of Address for Notice. By giving to the other party at least 10 days Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section.

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7.2 Further Assurances

Each of the parties shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

7.3 Lawyers as Agents

Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by or to the parties or by or to their respective solicitors on their behalf.

7.4 Assignment

The rights of each of the parties hereto are assignable without the prior written consent of the other party, provided the Purchaser shall not be released or discharged from any liability arising pursuant to the terms of this Agreement.

7.5 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, and courts of appeal therefrom in respect to all matters arising out of or in connection with this Agreement.

7.6 Non-Merger

None of the provisions of this Agreement shall merge in the transfer of the Assets or other documents delivered on the Closing Date and the provisions of this Agreement, other than the Article entitled "Condition Precedents", shall survive the Closing Date.

7.7 Construction

The Agreement has been freely and fairly negotiated between the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.

7.8 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.9 Counterparts

This Agreement may be executed in one or more counterparts and shall be deemed executed upon delivery, facsimile, pdf or other electronic means by each Party to the other (or pursuant to the other's direction) of a copy of this Agreement executed by such Party.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement under the hand and seal of their duly authorized officers as of the date above written.

OPSMOBIL GROUP INC.

PER: ______________________
RYAN TOBBER

OPSMOBIL INC.

PER: ______________________
RYAN TOBBER

OPSMOBIL ENERGY SERVICES INC.

PER: ______________________
RYAN TOBBER

AIRBORNE ENERGY SOLUTIONS INC.

PER: ______________________
KENNETH MIZERA

SCHEDULE A OF PURCHASE AND SALE AGREEMENT BETWEEN OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC., AS VENDOR, and AIRBORNE ENERGY SERVICES INC., AS PURCHASER

AIRCRAFT

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Cessna	172R	C-GDHR	17281007	L-34506-51E
Cessna	172R	C-FIGL	17281270	L-30439-51A
Cessna	172S	C-GAEN	172S8355	L-29536-51A (Rilpa's Property)
Cessna	172S	C-GFXS	172S8358	L-29470-51A
Cessna	U206F	C-GFYK	U206-03350	832536-R
Piper	Piper PA-31	C-FZHG	31-753	L-7260-61A/ L-7379-61A

HELICOPTER

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Bell	206B	C-FZGP	940	CAE-822919

LEASED HELICOPTERS

Manufacturer	Model	Registration
Eurocopter	AS350BA+	C-FHAK
Eurocopter	AS350B2 FX2	C-FHAP
Eurocopter	AS350BA FX2	C-FHAU
Eurocopter	AS350BA FX2	C-FXED
Eurocopter	AS350BA FX2	C-FXEJ
Eurocopter	AS350D	C-GVYI
Bell	206B	C-GTYU
Bell	206B	C-GHPO
Bell	206B	C-GZCH

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432
Block 1
Lot 5

Excepting thereout all Mines and Minerals

Leased:

(a) Lease Agreement between Woodlands County, as landlord, and Airborne Energy Solutions Ltd., as tenant, dated April 5, 2006, as amended, by Lease Amending Agreement between Woodlands County, as landlord, and Airborne Energy Solutions Ltd. dated August 7, 2013 in respect of lands legally described as:

Plan 0022432
Block 1
Lot 2
Excepting thereout all Mines and Minerals

-and-

Plan 0022432
Block 1
Lot 3
Excepting thereout all Mines and Minerals

(b) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 2011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013, in respect of lands legally described as:

Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals

(c) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals

(d) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party, dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals

(e) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party, dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals

-and-

58 Square meters of land immediately adjacent to the said Lot 2

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

(a) Lease Agreement between Rocky Mountain House Airport Commission, as Landlord, and Airborne Energy Solutions Ltd., as Tenant, dated September 6, 2013 in respect of:

Lot C-4 Hangar Space

of the lands legally described as:

FIRST

Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all Mines and Minerals

And the right to work same

SECOND

Meridian 5 Range 7 Township 40
Section 11
Quarter South West
Containing 64.750 Hectares (160 Acres) More or Less
Excepting thereout:
Plan 7822976-Road, Containing 0.473 Hectares
(1.17 Acres) More or Less
Excepting thereout all Mines and Minerals
And the right to work same

THIRD

Meridian 5 Range 7 Township 40
Section 11
Quarter South East
Excepting thereout all Mines and Minerals
And the right to work same

VILLENEUVE FACILITY

Leased:

(a) Lease Agreement between Villeneuve Aero Services Inc., as Landlord, and OpsMobil Inc., as Tenant dated June 11, 2014 in respect of lands legally described as:

Lot 22 and Lot 23
TBD

LEASED VEHICLES (NOT EXCLUSIVE)

Leassor	Manufacturer	Model	Serial Number/Plate No.
Pattison	Ford	2014 F-150 Truck	1FTFW1ET6EFC77791 (BNY 6863)
Pattison	Dodge	2015 Caravan Van	2C4RDGBG4FR679395 (BPZ 9815)
Pattison	Dodge	2013 Ram 5500 Picker Truck	3C7WRNFL5DG555366 (BPS 9571)

Pattison	Dodge	2013 Ram 3500 Flatdeck Truck	3C63R3GT3DG582382 (BPL 6648)
Pattison	Ford	2014 F-350 Flatdeck Truck	1FT8W3B6XEEB21116 (BTY 8924)
Pattison	Dodge	2015 Caravan Van	2C4RDGBG8FR530486 (BPY 8924)
Pattison	Dodge	2015 Caravan Van	2C4RDGBG6FR518966 (BPN 5205)

OWNED VEHICLES (NOT EXCLUSIVE)

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C11194

Ingersoll Rand XRT 1550 side by side
Serial#: TT0747-843458

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 RTS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

SOFTWARE

Web Anomaly Reporting System (WARS)
Dispatch Scheduling System (MOSS)
Aeronet

INTELLECTUAL PROPERTY

Website and passwords related to Business
Airborne's Logo and Name

EMPLOYEES

NA

Administration

Bertrand Perron
Christian Dallaire
Rory Grammer
Susan Pihooja
Ian Martinot
Debbie Parsons
Line Tardif

Fixed Wing pilots and observers

Colten Kimmy
Kurtis Jack
Sophia Presakarchuk
Thomas Lusk

Rotary Wing technicians and ground support

Ashlyn Lefebvre
Charlie Marren
Geordian Stephens
Kaylie Walker
Luke Northcott

Rotary Wing Pilots

David Canavan
Randall Laird
Kris Locking
Kyle White
Lance Todorovich

Maintenance

Martin Naras
Skii Meerman
Andrew Payeur
Homay Sanai

TRANSITION SERVICES AGREEMENT

THIS AGREEMENT made as of the 14th day of December, 2017,

BETWEEN:

OPSMOBIL GROUP INC.,
OPSMOBIL INC. and
OPSMOBIL ENERGY SERVICES INC.
bodies corporate duly formed
pursuant to the laws of the Province of Alberta

(collectively, "**OpsMobil**")

OF THE FIRST PART

-and-

AIRBORNE ENERGY SOLUTIONS INC.
a body corporate duly incorporated
pursuant to the laws of the Province of Alberta

("**Airborne**")

OF THE SECOND PART

RECITALS

A. The parties entered into a purchase and sale agreement dated December 14, 2017, (the "**PSA**") pursuant to which OpsMobil, as Vendor, has agreed to sell to Airborne, as Purchaser, the Business and the Assets as more properly described therein, and Airborne has agreed to purchase the Business and the Assets, on and subject to the terms set forth in the PSA.

B. In connection therewith, OpsMobil agrees to provide Airborne with certain transition services as set forth in this Agreement until the Business is fully integrated with Airborne.

IN CONSIDERATION of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms in PSA

Capitalized terms used but not defined herein, shall have the same meaning as given in the PSA.

1.2 Definitions

In this Agreement, including the recitals and the Schedules, the following terms have the following meanings:

(a) "**Agreement**" means this agreement including the recitals hereto, and all Schedules hereto.

(b) "**Aircraft**" means the fixed wing aircraft registered in Canada which Airborne has covenanted to purchase from OpsMobil pursuant to the provisions of the PSA and more properly identified in Schedule A together with any and all such other fixed wing aircraft Airborne may acquire before or after Closing for the Business.

(c) "**Aircraft AOC**" means the air operator certificate and license issued by Transport Canada to OpsMobil Inc. in order to enable it to operate the Aircraft, being AOC #6458.

(d) "**AMO**" means the Approved Maintenance Organization license issued by Transport Canada to Inc., being AMO #203-92.

(e) "**Applicable Law**" means all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise) including judgments, orders and decrees of courts, commissions or bodies exercising similar functions.

(f) "**Assets**" means the assets of OpsMobil to be acquired by Airborne on Closing pursuant to the PSA.

(g) "**Business**" means the ongoing business, assets and undertakings of OpsMobil, as a whole, previously conducted by OpsMobil as of the Effective Date and to be acquired by Airborne on Closing pursuant to the provisions of the PSA, related to its aerial surveillance and scanning, chemical spraying and local charter businesses operated by OpsMobil and/or its Affiliates in the Province of Alberta and elsewhere in Canada, excluding any such operations in the United States of America.

(h) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.

(i) "**Claim**" means any claim, demand, action, lawsuit, proceeding, arbitration or governmental proceeding or investigation.

(j) "**Closing**" means the completion of the transaction of purchase and sale contemplated by the PSA.

(k) "**Closing Date**" means 10:00 a.m. Calgary time on December 20, 2017 or such earlier or later date as the parties may mutually agree upon in writing as set forth in the PSA.

(l) **"Customer Service Contracts"** means all agreements, contracts, licenses, undertakings, engagement or commitments of any nature whatsoever, written or oral, which OpsMobil has with Third Parties who are, as of the Effective Date, the customers and clientele of the Business, as disclosed to and accepted by Airborne at Closing, including without limitation, any and all master service agreements, customer contracts, work orders, customer order agreements and unfilled purchase orders; provided however, "Customer Service Contracts" does not include any agreements, contracts, licenses, undertakings, engagements or commitments in place with Ranch Energy Corporation.

(m) "**Default**" means:

(i) in relation to OpsMobil:

(A) it commits a breach of this Agreement;

(B) it commits a breach of or is in non-compliance with the Aircraft AOC, Helicopter AOC or AMO;

(C) it becomes bankrupt or insolvent or makes application for relief from creditors under the provision of any statute for bankrupt or insolvent debtors, or makes any proposal, assignment or arrangement with its creditors;

(D) a receiver or a receiver and manager is appointed for all or a substantially all of the property of OpsMobil;

(E) steps are taken or proceedings are instituted for the dissolution, winding-up or other termination of OpsMobil or for the liquidation of all or substantially all of its assets; or

(F) it makes or attempts to make a bulk sale of any of its assets which includes either one or more of the Aircraft AOC, Helicopter AOC or AMO, excepting pursuant to the PSA; and

(ii) in relation to Airborne:

(A) it commits a breach of this Agreement;

(B) it commits a breach of, is in non-compliance with or causes OpsMobil to be in breach of or in non-compliance with, the Aircraft AOC, Helicopter AOC or AMO;

(C) it becomes bankrupt or insolvent or makes application for relief from creditors under the provision of any statute for bankrupt or insolvent debtors, or makes any proposal, assignment or arrangement with its creditors;

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(D) a receiver or a receiver and manager is appointed for all or substantially all of the property of Airborne; or

(E) steps are taken or proceedings are instituted for the dissolution, winding-up or other termination of Airborne or for the liquidation of all or substantially all of its assets.

(n) "**Dollar**" or "**$**" means, unless otherwise provided herein, a dollar in the lawful money of Canada.

(o) **"Effective Date"** means November 1, 2017.

(p) **"Employees"** means those persons to be employed or contracted by Airborne from time to time to provide pilot services for the Aircraft, Helicopter and Leased Helicopter.

(q) **"Encumbrances"** means any mortgage, debenture, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise) or other encumbrance of any nature or kind which, in substance, secures payment of performance of an obligation.

(r) "**Governmental Authority**" means a federal, provincial, territorial, municipal or other government or government department, agency, board or other authority (including a court of law).

(s) **"Helicopter"** means the helicopter registered in Canada which Airborne has covenanted to purchase from OpsMobil on Closing pursuant to the provisions of the PSA and more properly identified in Schedule A together with any and all such other helicopters Airborne may acquire before or after Closing for the Business.

(t) "**Helicopter AOC**" means the air operator certificate and license issued by Transport Canada to OpsMobil Inc. in order to enable it to operate the Helicopter, Leased Helicopters and other helicopters operated by the OpsMobil, being AOC #5404.

(u) **"Leased Helicopters"** means the helicopters leased by Airborne for the operations of the Business and includes without limitation those helicopters more properly described in Schedule A attached hereto together with any and all such other helicopters Airborne may lease after Closing for the Business.

(v) "**Liabilities**" means any and all liabilities and obligations, whether under common law, in equity, under Applicable Law or otherwise; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on fault, strict liability or otherwise.

(w) "**Losses**" means, in respect of a Person and in relation to a matter, any and all losses, damages, costs, expenses, charges (including all penalties, assessments and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes reasonable costs of legal counsel (on a solicitor and client basis) and other professional advisors and consultants and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained, but does not include consequential or indirect losses or loss of profits suffered by such Person.

(x) "**OpsMobil**" means collectively OpsMobil Group Inc. (**"Group"**), OpsMobil Inc. (**"Inc."**), OpsMobil Energy Services Ltd. ("**Energy Services**"), and any related or affiliated corporation, person or other entity having an interest of whatsoever nature in the Assets notwithstanding that they are not a signatory to this Agreement, having an office at 1200, 815-8th Avenue S.W. Calgary, AB T2P 3P2.

(y) "**Party**" means one of Group, Inc., Energy Services or Airborne, and "**Parties**" means all of them collectively, together with their respective heirs, executors, administrators, successors and permitted assigns.

(z) "**Person**" means any individual or entity, including any partnership, body corporate, trust, unincorporated organization, union, government or Governmental Authority and any heir, executor, administrator or other legal representative of an individual.

(aa) "**PSA**" means the agreement for the Purchase and Sale of Assets between the Parties dated December 14, 2017.

(bb) "**Related Party**" means, in reference to a Party: (i) its Affiliates, successors and assigns; (ii) its directors, officers and employees; and (iii) its Affiliates' directors, officers and employees.

(cc) "**Segregated Trust Account**" has the meaning ascribed thereto in Section 2.3(a)(ii).

(dd) "**Services**" has the meaning ascribed thereto in Section 2.1.

(ee) "**Survival Period**" means, in respect of a Claim by a Party or it Related Parties, eighteen (18) months from the date upon which such Party or Related Party knew or ought to have known of the matters giving rise to such Claim.

(ff) "**Third Party**" means a Person other than Airborne, OpsMobil and their respective Related Parties.

(gg) "**Transfer**" has the meaning ascribed thereto in Section 2.2(b).

(hh) "**Transition Period**" means the period commencing on the Effective Date and ending on the day that is the earlier of: i) three (3) years from the Closing Date; ii) the last day upon which Services are required to be rendered hereunder by OpsMobil as advised by Airborne to OpsMobil; and iii) the day on which the last of the following events occurs: a) all Customer Service Contracts or other customer directives existing as of the Closing Date have, in all respects, been assigned to, assumed by or otherwise replaced by other arrangements directly with Airborne, b) the Aircraft AOC and AMO have been transferred to Airborne by Transport Canada; (c) Airborne has been issued an Air Operator Certificate for helicopters.

1.3 **Other Defined Terms.**

Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to such terms in the PSA, as applicable.

1.4 **Interpretation**

Unless otherwise stated or the context otherwise necessarily requires, in this Agreement:

(a) references herein to any agreement or instrument, including this Agreement, shall be a reference to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time;

(b) the terms "in writing" or "written" include printing, typewriting or facsimile transmission;

(c) references to a statute shall be a reference to (i) such enactment as amended or reenacted from time to time and every statute that may be substituted therefor; and (ii) the regulations, bylaws or other subsidiary legislation made pursuant to such statute;

(d) words importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders;

(e) a reference to time shall, unless otherwise specified, refer to Mountain Standard Time or Mountain Daylight Savings Time during the respective intervals in which each is in force in Alberta;

(f) "including", "includes" and like terms means "including without limitation" and "includes without limitation";

(g) the headings of Articles and Sections in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(h) the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement in its entirety and include any agreement supplemental hereto; and

(i) unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this

Agreement and references herein to Schedules are references to Schedules to this Agreement.

1.5 **Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule or a conveyance document, the provision of the body of this Agreement shall prevail.

ARTICLE 2
TRANSITIONAL SERVICES

2.1 **Transitional Services**

During the Transition Period, OpsMobil will provide to Airborne, with respect only to the Business and the Assets, the services set forth in this Article 2 (the "**Services**").

2.2 **Operations**

(a) On Closing occurring, Airborne will lease to OpsMobil Inc., for nominal consideration, the Aircraft and Helicopter, and sublease to OpsMobil Inc. the Leased Helicopters, for nominal consideration, for the Transition Period upon the terms and conditions set forth in such lease and sub-lease agreements and only for the purposes set forth below.

(b) Pursuant to the terms of the PSA, OpsMobil Inc. shall make application to Transport Canada for the transfer of, and act with all reasonable diligence to transfer, the Aircraft AOC and AMO to Airborne (the "**Transfer**"). Until such time as Transport Canada has accepted and processed the Transfer, OpsMobil Inc. shall maintain the Aircraft AOC and AMO with Transport Canada in good standing and shall comply with all Applicable Law pertaining thereto.

(c) OpsMobil hereby authorizes Airborne to operate and maintain the Aircraft under the Aircraft AOC and AMO until such time as the Transfer is effected by Transport Canada.

(d) OpsMobil Inc. further authorizes Airborne to operate the Helicopter under OpsMobil Inc.'s Helicopter AOC and AMO until the earlier of: i) disposition of the Helicopter by Airborne, ii) Airborne obtaining its own AOC for operation of the Helicopter, and iii) the end of the Transition Period. In this regard, Airborne shall use all reasonable diligence to apply for and obtain an AOC for operation of the Helicopter.

(e) Notwithstanding any other provision contained herein, OpsMobil Inc. shall, at all times, have and maintain "operational control", for Transport Canada purposes, over the operations of the Aircraft, Helicopter and Leased Helicopters so long as Airborne is utilizing the Aircraft, Helicopter and Leased Helicopter under the Aircraft AOC and Helicopter AOC, respectively. Airborne shall, at all times, operate under OpsMobil's operational control system. OpsMobil shall at all times not use, operate or direct to be operated the Aircraft, Helicopter or Leased Helicopters to be used for any purpose whatsoever except for the benefit of Airborne, and only as authorized and directed by Airborne in a manner consistent with the foregoing.

(f) OpsMobil shall allow Airborne to utilize and operate under certain systems and mechanisms of OpsMobil to facilitate transition of the Business. Such systems include, but are not necessarily limited to, OpsMobil's Certificates of Recognition and Safety Management Systems.

(g) OpsMobil and Airborne shall, and shall cause their respective employees, as applicable, to, comply with all the provisions of the Canadian Aviation Regulations, as amended from time to time, the requirements and conditions of the Air Operating Certificates and AMO, and such operational, manuals, policies, procedures, instructions and guidelines in place from time to time, relating to the operation of the Aircraft, Helicopter and Leased Helicopters. The Parties shall cooperate with each other in taking all reasonable steps and actions necessary for compliance with all Applicable Law relating to the operation and maintenance of the Aircraft, Helicopter and Leased Helicopters under the Aircraft AOC, the Helicopter AOC and AMO, respectively.

(h) At no time will OpsMobil transfer, assign, dispose, encumber, charge, lien or otherwise in any manner whatsoever deal with the Aircraft, Helicopter or Leased Helicopters, in whole or in part, unless pursuant to the written instructions of Airborne.

2.3 Customer Management and Relationships

(a) The Parties acknowledge their mutual intent that all Business conducted prior to the Effective Date shall be transitioned in every respect to Airborne as soon as practicable, each Party covenanting to the other to use their best efforts to complete same expeditiously. OpsMobil and Airborne agree that OpsMobil shall act on behalf of Airborne in the capacities set forth below, until no longer needed or the end of the Transition Period, whichever comes first:

(i) As of the Effective Date, OpsMobil shall forthwith irrevocably assign any and all receivables and work in progress accruing after the Effective Date to Airborne, free and clear of all Encumbrances;

(ii) OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "**Segregated Trust Account**") with Alberta Treasury Branch in the City of Calgary, and shall:

(A) hold the Segregated Trust Account and any and all revenues OpsMobil receives relating to the Business accruing on or after the Effective Date as bare trustee in trust for Airborne;

(B) forthwith deposit or have deposited upon receipt any and all revenues relating to the Business accruing on or after the Effective Date and received by OpsMobil into the Segregated Trust Account;

(C) account to Airborne for all income and revenue which OpsMobil may at any time or from time to time receive upon or in respect of the Business for the period of time commencing on and after the Effective Date;

(D) cause Airborne to have complete and unimpeded knowledge and access to the Segregated Trust Account such that Airborne may make withdrawals and transfer of funds from the Segregated Account and receive all bank account statements related thereto; and

(E) forthwith irrevocably direct all customers of the Business to deposit all revenues relating to the Business accruing on or after the Effective Date into the Segregated Trust Account.

(iii) From and after the Effective Date to Closing, OpsMobil on behalf of and for the sole benefit of Airborne as beneficiary, but in the name of OpsMobil, shall continue to forthwith issue statements of account, invoices and such other paperwork necessary to ensure timely receipt of payment for the services performed by the Business in respect of the Customer Service Contracts or otherwise during such period of time;

(iv) After Closing, upon direction from Airborne, OpsMobil shall notify all customers of the Business that it has irrevocably assigned all accounts receivable of the Business accruing on and after the Effective Date and Customer Service Contracts (to the extent assigned upon Closing) to Airborne and to remit all payment of existing and future invoices to Airborne (other than for all or any portion of unpaid invoices for services performed prior to the Effective Date);

(v) After Closing, allow Airborne the right to use the name, letterhead and logo of OpsMobil in order to issue statements of account, invoices, services and such other paperwork to ensure the continuity of the Customer Service Contracts during the Transition Period;

(vi) To the extent that following Closing work of the Business is performed by Airborne under existing agreements, purchase orders, work orders or similar directives of OpsMobil, OpsMobil shall subcontract, assign or direct, as appropriate, all such work to Airborne on identical terms as per the agreement, purchase order, work order or other directive under which the work is commissioned and governed, in a manner which is in compliance therewith.

2.4 **Insurance**

OpsMobil shall be responsible, at the sole expense of Airborne, to properly insure and maintain such insurance on the Aircraft, Helicopter and Leased Helicopters as instructed by Airborne. OpsMobil, Airborne and the lessors of the Leased Helicopters, as applicable shall be the only named insured of such policy of insurance, unless otherwise agreed. OpsMobil, as bare trustee for the beneficiary Airborne, shall have no interest whatsoever in any insurance proceeds arising from an insurance claim pursuant to such policy of insurance related to the Aircraft, Helicopter and Leased Helicopters, in whole or in part. All benefits of such policy of insurance belong only and exclusively to Airborne and/or the lessors of the Leased Helicopters, as applicable. OpsMobil shall execute a Limited Power of Attorney in favor of Airborne granting Airborne the power to act as its attorney and signing authority in all dealings with such insurer, policy of insurance and any claims made pursuant to such policy of insurance. At all times, and from time to time upon request, OpsMobil will provide to Airborne the Certificate of Insurance, Insurance Policy and proof that such policy of insurance is in good and proper standing and all premiums due have been properly paid. OpsMobil shall immediately provide and deliver to Airborne any notice of default or breach of the insurance policy or any material adverse change in the relationship of OpsMobil with the insurer which OpsMobil receives notice of from the insurer of such policy of insurance and forthwith take all steps to rectify same.

2.5 **Costs and Expenses**

Airborne shall be responsible to pay all approved out-of-pocket costs and expenses incurred by OpsMobil in providing the foregoing Services. This shall include but in no way be limited to: insurance, maintaining Certificates of Recognition, Aircraft AOC, Helicopter AOC and AMO. OpsMobil shall not charge any fee for the Services.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 **Representations, Warranties and Covenants of OpsMobil Group**

Each corporation of the OpsMobil represents, warrants and covenants to Airborne on its own behalf and as it relates to it:

(a) Organization and Standing: it is a corporation, duly formed, organized and existing under the laws of Alberta. It is duly qualified to carry on business in the jurisdiction(s) where its business is carried on and its Assets are located;

(b) Authorization, Execution and Enforceability: The execution, delivery and performance of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by any and all requisite actions of it. This Agreement does, and any and all other agreements executed and delivered by it in connection herewith will, constitute valid and binding obligations of it, enforceable against it in accordance with their terms, subject to (i) bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and (ii) general principles of equity; and

(c) No Conflict: The execution and delivery of this Agreement are not, and the completion of the transactions contemplated hereby in accordance with the terms of this Agreement will not be, in violation or breach of or in conflict with or require any consent, authorization or approval under:

(i) any term or provision of the constating and governing documents of it;

(ii) any agreement, instrument, license, permit or other governmental authorization to which it is a party or by which it is bound; or

(iii) any judgment, decree, order, statute, regulation, rule, or license applicable to it.

3.2 **Representations, Warranties and Covenants of Airborne**

Airborne represents and warrants to each corporation of the OpsMobil Group that:

(a) Organization and Standing: Airborne is a corporation duly organized and validly subsisting under the laws of Alberta and is duly qualified to carry on business in the jurisdiction(s) where the Business is carried on and the Assets are located;

(b) Authorization, Execution and Enforceability: The execution, delivery and performance of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by any and all requisite corporate actions of Airborne. This Agreement does and any other agreements executed and delivered by Airborne in connection herewith will constitute valid and binding obligations of Airborne enforceable against Airborne in accordance with their terms, subject to (i) bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and (ii) general principles of equity; and

(c) No Conflict: The execution and delivery of this Agreement are not, and the completion of the transactions contemplated hereby in accordance with the terms of this Agreement will not be, in violation or breach of or in conflict with or require any consent, authorization or approval under:

(i) any term or provision of the constating and governing documents of Airborne;

(ii) any agreement, instrument, license, permit or other governmental authorization to which Airborne is a party or by which such Airborne is bound; or

(iii) any judgment, decree, order, statute, regulation, rule, or license applicable to Airborne.

ARTICLE 4
LIABILITIES AND INDEMNITIES

4.1 OpsMobil's Indemnities

Subject to Section 4.5, OpsMobil shall:

(a) be liable to Airborne and its Related Parties for all Losses and Liabilities they suffer, sustain, pay or incur; and

(b) indemnify and save Airborne and its Related Parties harmless from and against all Claims made against them;

insofar as such Losses, Liabilities and Claims are a direct result of any Default, gross negligence or wilful misconduct of OpsMobil; provided that OpsMobil shall not be liable to, or be required to indemnify and save harmless, Airborne or any of its Related Parties pursuant to this Section 4.1 in respect of any Losses, Liabilities or Claims to the extent they result from an Airborne Default or are caused by or result from the negligence or wilful misconduct of Airborne or its Related Parties.

4.2 Airborne's Indemnities

Subject to Section 4.5, Airborne shall:

(a) be liable to OpsMobil and its Related Parties for all Losses and Liabilities they suffer, sustain, pay or incur; and

(b) indemnify and save harmless OpsMobil and its Related Parties from and against all Claims made against them;

insofar as such Losses, Liabilities and Claims are a direct result of any Default, gross negligence or wilful misconduct of Airborne; provided that Airborne shall not be liable to, or be required to indemnify and save harmless, OpsMobil or any of its Related Parties pursuant to this Section 4.2 in respect of any Losses, Liabilities or Claims to the extent they result from an OpsMobil Default or they are caused by or result from the negligence or wilful misconduct of OpsMobil or its Related Parties.

4.3 Indemnification Procedure – Third Party Claims

The following procedures shall be applicable to any Claim by a Party (the "**Indemnitee**") for indemnification pursuant to this Agreement from the other Party (the "**Indemnitor**") in respect of a Claim by a Third Party:

(a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall promptly provide notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Liabilities and Losses that has been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not give timely notice to the Indemnitor as aforesaid, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;

(b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:

(i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and\or

(ii) settle the Third Party Claim provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;

(c) each Party shall cooperate with the other in the defence of the Third Party Claim, including making available to the other Party, its directors, officers, employees and consultants whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;

(d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor, (which consent shall not be unreasonably withheld or delayed) unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;

(e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and cooperate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and

(f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any other Person, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of income taxes required to be paid by the Indemnitee as a result of any such receipt and plus any taxes saved or recovered by the Indemnitee as a result of such payment.

4.4 **Claims**

No Claim under Sections 4.1 or 4.2 in respect of a covenant, obligation, agreement, representation or warranty of OpsMobil or Airborne, as the case may be, shall be made or sought to be enforceable by a Party, whether by legal proceedings or otherwise, unless written notice of such Claim, with reasonable particulars, is given by such Party to the Party against whom such Claim is to be made within the Survival Period. No Claim shall be made by a Party in respect of an OpsMobil Default or an Airborne Default, as the case may be, except pursuant to this Article 4.

4.5 Consequential Damages

In no event shall a Party be liable in respect of the covenants, agreements, representations, warranties and indemnities contained in this Agreement or in any certificate, agreement or other document furnished pursuant to this Agreement for consequential, indirect or punitive damages (including loss of anticipated profits, business interruption or any special or incidental loss of any kind) suffered, sustained, paid or incurred by the other Party or its Related Parties, provided that this Section 4.5 shall not preclude a Party from entitlement to indemnification for such Party's Liability to a Third Party for consequential, indirect or punitive damages which such Third Party suffers, sustains, pays or incurs.

4.6 Additional Remedies of Airborne

If an OpsMobil Default occurs, then, without restricting the other legal rights and remedies of Airborne, including terminating this Agreement, to the extent allowable under Applicable Law, OpsMobil shall be deemed to have transferred to Airborne on the date of the Default, without the requirement of any further instrument of transfer other than contained herein, the Helicopter AOC, free and clear of all Encumbrances. In such event, OpsMobil shall fully cooperate, execute and deliver or cause to be executed and delivered all such documents and instruments and shall take or cause to be taken all such further or other actions to implement or give effect to the transfer of the Helicopter AOC contemplated herein, failing which Airborne may execute and deliver same on behalf of, in the name and as limited power of attorney of OpsMobil for such purpose.

4.7 Additional Remedies of OpsMobil

If an Event of Default of Airborne occurs, then, without restricting the other legal rights and remedies of OpsMobil, OpsMobil may terminate this Agreement.

ARTICLE 5
GENERAL

5.1 Dispute Resolution

The Parties will attempt to resolve any dispute arising hereunder through consultation and negotiation in good faith. If those attempts fail, either party may apply to the Court with respect to such disagreement or, alternatively, if the Parties mutually agree to refer the dispute to binding arbitration for final resolution, then the arbitration will be conducted by a single arbitrator in accordance with the provisions of the *Arbitration Act* (Alberta).

5.2 Costs and Expenses

Except as specifically provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party that incurred the same.

5.3 **Further Assurances**

From time to time, as and when reasonably requested by either Party, the other Party shall execute and deliver or cause to be executed and delivered all such documents and instruments and shall take or cause to be taken all such further or other actions to implement or give effect to the transactions contemplated hereby, provided such documents, instruments or actions are consistent with the provisions of this Agreement. All such further documents, instruments or actions shall be delivered or taken at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or instruments or performing such further acts, by the Party at whose request such documents or instruments were delivered or acts performed.

5.4 **No Merger**

There shall not be any merger of any of the covenants, representations, warranties and indemnities contained in this Agreement in any of the or any other document or instruments delivered pursuant hereto, at or after Closing, notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

5.5 **Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.

5.6 **Assignment**

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns. No Person other than the Parties and their successors and permitted assigns shall be entitled to any rights or benefits hereunder.

5.7 **Time of Essence**

Time shall be of the essence in this Agreement.

5.8 **Notices**

The addresses for service of the Parties shall be as follows:

Any corporation of OpsMobil:

c/o OpsMobil Group Inc.
Suite 1200 – 815 8th Avenue SW
Calgary, AB T2P 3P2

Attention:	Ryan Tobber
Email:	ryan.tobber@opsmobil.com
Fax:	(780) 402-2448

Airborne:

480 Aviation Way N.E.
Calgary, AB T2ME 7G3

Attention:	Kenneth Ian Mizera
Email:	kimm@rilpa.com
Fax:	403-275-3312

Any notice, communication and statement required, permitted or contemplated hereunder shall be in writing and sent by personal service or facsimile and shall be deemed received when delivery or reception of the transmission is complete except that, if such delivery or transmission is sent on a Saturday, Sunday or day when the receiving Party's office is not open for the regular conduct of business, or on or after 4:00 p.m., such notice or communication shall be deemed to be received on the next Business Day that such office is open for the regular conduct of business. A Party may from time to time change its address for service or its fax number or both by giving written notice of such change to the other Party at its above address.

5.9 **Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.10 **Waiver**

Except as otherwise provided in this Agreement, no failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. Except as otherwise provided in this Agreement, no waiver of any provision of this Agreement, including, this Section 5.10, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.

5.11 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

5.12 Counterpart Execution

This Agreement may be executed by facsimile, pdf and other electronic means and in counterpart, no one copy of which need be executed by all Parties. A valid and binding contract shall arise if and when counterpart execution pages (including as may be delivered by facsimile, pdf and other electronic means) are executed and delivered by all Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

OpsMobil Group Inc.

Per: ______________________
Name: Ryan Tobber
Title: President & CEO

OpsMobil Inc.

Per: ______________________
Name: Ryan Tobber
Title: President & CEO

OpsMobil Energy Services Inc.

Per: ______________________
Name: Ryan Tobber
Title: President & CEO

Airborne Energy Solutions Inc.

Per: ______________________
Name: Kenneth Mizera
Title: President

SCHEDULE A OF TRANSITION SERVICES AGREEMENT BETWEEN OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC. and AIRBORNE ENERGY SERVICES INC.

AIRCRAFT

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Cessna	172R	C-GDHR	17281007	L-34506-51E
Cessna	172R	C-FIGL	17281270	L-30439-51A
Cessna	172S	C-GAEN	172S8355	L-29536-51A (Rilpa's Property)
Cessna	172S	C-GFXS	172S8358	L-29470-51A
Cessna	U206F	C-GFYK	U206-03350	832536-R
Piper	Piper PA-31	C-FZHG	31-753	L-7260-61A/ L-7379-61A

HELICOPTER

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Bell	206B	C-FZGP	940	CAE-822919

LEASED HELICOPTERS

Manufacturer	Model	Registration
Eurocopter	AS350BA+	C-FHAK
Eurocopter	AS350B2 FX2	C-FHAP
Eurocopter	AS350BA FX2	C-FHAU
Eurocopter	AS350BA FX2	C-FXED
Eurocopter	AS350BA FX2	C-FXEJ
Eurocopter	AS350D	C-GVYI
Bell	206B	C-GTYU
Bell	206B	C-GHPO
Bell	206B	C-GZCH

THIS IS EXHIBIT " C "
referred to in the Affidavit of
Kenneth R. Mizera
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL ... A COMMISSIONER ... FOR THE PROVINCE OF ALBERTA BARRISTER & SOLICITOR

CONFIDENTIAL
TERM SHEET
November 21,
2017

This Term Sheet outlines certain matters between OpsMobil Group Inc. and 1729613 Alberta Ltd. (collectively referred to herein as the **"Parties"** and individually referred to herein as a **"Party").**

The subject-matter of this Term Sheet is a proposed purchase of assets and business from OpsMobil Group Inc. by 1729613 Alberta Ltd.

Parties:

- OpsMobil Group Inc. **("OpsMobil")** a corporation formed under the laws of the Province of Alberta and includes by reference herein collectively all affiliates of OpsMobil having an interest in the Assets or Business (collectively, the **"Seller")**
- 1729613 Alberta Ltd. ("1729613 Alberta Ltd."), a corporation incorporated under the laws of the Province of Alberta **("Buyer")**

Definition: The following definitions apply in this proposal:

(a) "Affiliates of Buyer" means Classic Helicopters Ltd. and Rilpa Enterprises Ltd.

(b) "Assets" means those assets set forth in paragraph 1 below.

(c) "Business" means the aerial surveillance, chemical spraying and local charter businesses operated by Seller and/or its affiliates, excluding any such operations in the United States.

(d) "Closing" means the completion of the purchase and sale of the assets (the **"Assets")** and the transfer of title of the Assets free and clear of all encumbrances of any nature whatsoever (other than customary non-financial encumbrances attached to real property, such as easements, rights of way, servitudes and other similar rights in land, to the extent applicable) to be completed by December 20, 2017, or such earlier or later date as may be agreed upon in writing by the Seller and Buyer.

KL

RA

(e) "Effective Date" means November 1, 2017.

Description of Transactions:

1) Purchase and sale of the Business and Assets of the Seller by the Buyer, free and clear of any and all financial encumbrances of any nature whatsoever, consists of the following:

a) Fixed Wing Aircraft:

Cessna 172 S	C-GFXS
Cessna 172 S	C-GAEN
Cessna 172 R	C-FIGL
Cessna 172 R	C-GDHR
Cessna 206	C-GYFK
Piper PA31	C-FZHG

b) Helicopter: Bell 206B, C-FZGP;

c) Buildings and their contents, as applicable, other than as excluded below, located at the Whitecourt property, Villeneuve Property and the Rocky Mountain House property of Seller. Lease obligations to be current and assignable on Effective Date together with clean environmental report(s} and real property report(s);

d) Operational equipment used in carrying on the Business, including but not limited to surveillance equipment, aerial spray equipment, oil, fuel, cache equipment, computer systems and vehicles associated with the Business;

e) All fueling and refueling equipment at the Whitecourt facility;

f) All interest of Seller under customer contracts, work orders or similar customer orders agreements relating to the Business;

g) All books, records, software, and files relevant to carrying on the Business;

h) AOC #6458 (fixed wing AOC};

i) rights in and to the name Airborne Energy Solutions and all derivatives thereof; and

j) generally, all other assets, real property and personal property incidentally related to the Business, as agreed between the parties.

& 2

2) "Assets" specifically does not include:

a) Parts inventory in Whitecourt facility or any other facilities,

b) All other aircrafts/helicopters not specified above; and

c) bank accounts and receivables prior to the Effective Date.

3) Purchase Price: The cash purchase price **("Purchase Price")** for the Assets shall be CDN $3,275,000, allocated as follow:

Fixed Wing Aircraft	$ 260,000.00
Helicopter	$ 290,000.00
Whitecourt Facility	$2,300,000.00
Rocky Mountain House Facility	$ 175,000.00
Operational Equipment	$ 250,000.00
Total Purchase Price	$3,275,000.00

The Purchase Price noted above does not include and shall be subject to applicable GST.

4) Operations from Effective Date to Closing: Upon the signing of this Term Sheet, the following shall occur:

Buyer will:

a) Operate the Business;

b) Offer to hire and pay all salaries of those employees of Seller who are prepared to work for the Buyer in the continued operation of the Business; and

c) pay all operating expenses relating to the Business incurred on or after the Effective Date;

Seller will:

a) permit Buyer to use the Assets for the Business and facilitate the delivery of the Assets;

b) irrevocably assign and deliver all accounts receivables generated from the Business from the Effective Date to the Buyer free and clear of all encumbrances of any nature whatsoever, and

3

c) cooperate with Buyer to transfer and assign all contracts and arrangements related to the Business to Buyer.

5) Purchase Price Off-Set: The Parties acknowledge and agree that the Purchase Price shall be paid, in part, through the offset and retirement of the accounts payable owed by the Seller (including its affiliates) in the total agreed upon amount of $1,748,652.23 CAD (the "Accounts Payable"), and such offset shall represent full and final settlement of the Accounts Payable as of the effective date.

6) Payment of Purchase Price and Retirement of Accounts Payable: At the election of the Buyer, the Purchase Price shall be paid and the Accounts Payable retired on Closing by either:

a) Payment by the Seller to Buyer of the amount of the Accounts Payable and payment by the Buyer to Seller of the Purchase Price, or

b) Payment by the Buyer to the Seller of an amount equal to the Purchase Price less the Accounts Payable.

7) Seller's Lender(s): Seller shall on or before 2:00 p.m. MST on Tuesday, November 21, 2017 provide confirmation to Buyer of the consent to the transactions contemplated herein of Third Eye Capital and any other lenders of Seller having a security interest in the Assets.

Non-Binding: Until the execution of definitive agreements, nothing in this Term Sheet or the Parties' course of conduct hereafter shall be construed to create any binding obligation on any of the Parties to proceed with the transactions contemplated hereby; provided, that each Party will maintain the confidentiality of the transactions contemplated hereby.

The Parties signify their respective acceptance and agreement of the Term Sheet by executing a copy hereof in the place indicated below.

OpsMobil Group Inc.

Signature:____________________

Name & Title: Ryan Tobber, CEO and President

Date: November 21, 2017

1729613 Alberta Ltd.

Signature: ____________________

Name & Title: Kenneth Ian Mizera, President

Date: November 21, 2017

AS ACKNOWLEDGED BY:

Third Eye Capital Corporation

Signature:____________________

Name & Title: PRINCIPAL

Date: November 21, 2017

This is Exhibit " D " referred to in the Affidavit of
Kenneth B. Mizera
Sworn before me this 9th
day of June A.D. 2018
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

May 11 and 14, 2018 payroll

First name	Last Name	Net Pay	Percentage Ops	Ops pay	AES pay
Line	Tardif	1,745.26	50%	872.63	872.63
				-	-
Debbie	Parsons	1,095.01	0%	-	1,095.01
				-	-
Ashlyn	Lefebvre	1,821.48	0%	-	1,821.48
Charlie	Marren	1,565.53	0%	-	1,565.53
Kyle	White	770.49	0%	-	770.49
				-	-
Colten	Kimmy	1,464.98	0%	-	1,464.98
Sophia	Presakarchuk	1,344.81	0%	-	1,344.81
Geordan	Stephens	1,476.66	0%	-	1,476.66
Lance	Todorovich	1,853.87	0%	-	1,853.87
Thomas	Lusk	1,667.79	0%	-	1,667.79
				-	-
George	Pan	2,911.44	25%	727.86	2,183.58
				-	-
Mikhail	Hartley	1,334.23	67%	889.48	444.75
Martin	Maras	1,521.07	0%	-	1,521.07
Andrew	Payeur	3,636.79	0%	-	3,636.79
Homayoon	Sanai	3,471.50	0%	-	3,471.50
Devin	Thompson	1,419.30	67%	950.93	468.37
				-	-
David	Canavan	2,399.02	67%	1,607.34	791.68
Randall	Laird	2,277.08	0%	-	2,277.08
				-	-
Christian	Dallaire	3,129.52	67%	2,096.78	1,032.74
Rory	Grammer	2,690.71	0%	-	2,690.71
Ian	Martinot	1,248.45	25%	312.11	936.34
Susan	Pihooja	1,247.21	50%	623.61	623.61
Total		**42,092.20**		**8,080.74**	**34,011.46**
Percentage of total		1		**19.198%**	**80.802%**

Bank Statement May 11 and 14, 2018 Payroll withdrawals

#1- May 11	24,374.89
#2- May 11	15,972.06
#3- May 14	1,745.26
Total	**42,092.21**

Bank Statement Source deduction withdrawal (No backup ever provided)

		Ops %	AES %	Ops pay	AES pay
#1- May 16	16,921.34	19.198%	80.802%	3,248.51	13,672.83
Total Prorated Source deductions				**3,248.51**	**13,672.83**

Total Ops Portion of May 11/18 Payroll and May 16/18 Source Deductions

$ 11,329.25

Total AES Portion of May 11/18 Payroll and May 16/18 Source Deductions

$ 47,684.29

June 8, 2018 payroll

First name	Last Name	Net Pay	Percentage Ops	Ops pay	AES pay
Line	Tardif	2,840.15	50%	1,420.08	1,420.08
				-	-
Debbie	Parsons	1,095.01	0%	-	1,095.01
				-	-
Ashlyn	Lefebvre	1,841.97	0%	-	1,841.97
Charlie	Marren	1,352.69	0%	-	1,352.69
Kyle	White	798.17	0%	-	798.17
				-	-
Colten	Kimmy	1,489.79	0%	-	1,489.79
Sophia	Presakarchuk	1,677.56	0%	-	1,677.56
Geordan	Stephens	2,340.34	0%	-	2,340.34
Lance	Todorovich	3,903.53	0%	-	3,903.53
				-	-
Mikhail	Hartley	1,248.18	67%	832.11	416.07
Martin	Maras	1,887.39	0%	-	1,887.39
Andrew	Payeur	2,833.78	0%	-	2,833.78
Homayoon	Sanai	3,746.04	0%	-	3,746.04
Devin	Thompson	1,923.63	67%	1,288.83	634.80
				-	-
David	Canavan	2,663.38	67%	1,784.46	878.92
Randall	Laird	3,171.20	0%	-	3,171.20
				-	-
Christian	Dallaire	3,950.58	67%	2,646.89	1,303.69
Rory	Grammer	3,275.32	0%	-	3,275.32
Ian	Martinot	1,248.45	25%	312.11	936.34
Susan	Pihooja	1,316.66	50%	658.33	658.33
Total		**44,603.82**		**8,942.81**	**35,661.01**
Percentage of total		**1**		**20.049%**	**79.951%**

Total Ops Portion of May 11/18 Payroll and May 16/18 Source Deductions

$ 8,942.81

Total AES Portion of May 11/18 Payroll and May 16/18 Source Deductions

$ 35,661.01

Mike Gauthier

From: Mike Gauthier
Sent: June-08-18 12:50 PM
To: Michael W Mudie (mudie@shaw.ca)
Cc: Kim Mizera
Subject: May 11, 2018 payables authorization - AP withdrawal from trust
Attachments: RE: Closing

Mike,

Kim had authorized:

7) The transfer of money from the trust account we authorized as follows from the unpaid spreadsheet , we discussed and agreed to pay on Friday May/11 per Ryan and Kim:

a) Tab for Bert we authorize payment in the amount of $25,672.86 for AES portion.
b) AC Fuel tab we authorize payment in the amount of $5,020.07 pending verification by OPS
c) Landing Fees tab we authorize payment in the amount of $1,475.42 pending verification by OPS.
d) The JPL tab hold pending your confirmation of JPL release

This authorized amount totalled $32,168.35. The amount withdrawn from the account was $39,324.92. The difference was $7,156.57

Email attached.

Regards,

Mike Gauthier
Accounting Supervisor

RILPA ENTERPRISES LTD.

Rilpa Enterprises Ltd.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
MikeG@rilpa.com

Mike Gauthier

From:	Karen Thompson <karen.thompson@opsmobil.com>
Sent:	January-11-18 12:07 PM
To:	Mike Gauthier
Cc:	Kim Mizera; ryan.tobber@opsmobil.com; Michael W Mudie (mudie@shaw.ca); Michael Rempel; Herbert Bactin; Matt Braaten; Vlad Grigore; Bert Perron
Subject:	Re: Trust account statement, Tax Remittances and Confirmation of Lease payments

I've sent you everything I have and can confirm the trust account has been opened at the ATB.
Thanks,

THIS IS EXHIBIT " E "
referred to in the Affidavit of
Kenneth E. Mizera
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
Phone: (587) 390-7068
Cell: (403) 830-8525
Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Thu, Jan 11, 2018 at 12:03 PM, Mike Gauthier <MikeG@rilpa.com> wrote:

Thank you Karen!

With regards to items 1 and 2 below is there any supporting documentation? I just want to have this information available so that there is no holdup when it comes to our anticipated closing date.

Regards,

Mike Gauthier

Accounting Supervisor

RILPA ENTERPRISES LTD.

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

From: Karen Thompson [mailto:karen.thompson@opsmobil.com]
Sent: January-11-18 10:11 AM
To: Mike Gauthier
Cc: Kim Mizera; ryan.tobber@opsmobil.com; Michael W Mudie (mudie@shaw.ca); Michael Rempel; Herbert Bactin; Matt Braaten; Vlad Grigore
Subject: Re: Trust account statement, Tax Remittances and Confirmation of Lease payments

Hi Mike, please see the information requested attached - thanks.

Karen Thompson
Corporate Controller | OpsMobil

1200, 815 8th Ave SW, Calgary Alberta T2P 3P2

Phone: (587) 390-7068

Cell: (403) 830-8525

Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Wed, Jan 10, 2018 at 12:58 PM, Mike Gauthier <MikeG@rilpa.com> wrote:

Hi Karen,

We are looking for information **today** for these items listed below as per a recent conference call with OpsMobil Employees:

1. A statement of account and invoices that reflects the activity in the Trust account that was set up. This can be a paper copy or online viewing access so that we can verify that the agreement, as per section 2.3 (Subsection ii & iii) of the Signed Transition Services Agreement, has been upheld. It was our understanding that receivable funds related to this deal were to be segregated from the general account.

2. A Statement verifying that all tax remittances have been paid.

3. Confirmation that lease payments related to the Villeneuve, Whitecourt and Rocky Mountain house properties have been made and are current and up to date.

Thank you for your help Karen!

Regards,

Mike Gauthier

Accounting Supervisor

RILPA ENTERPRISES LTD.

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

This is Exhibit "F" referred to in the Affidavit of

Kenneth G. Mizen

Sworn before me this 9th

day of June A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

BARRISTER & SOLICITOR

Mike Gauthier

From:	Herbert Bactin <herbert.bactin@opsmobil.com>
Sent:	January-30-18 10:20 PM
To:	Mike Gauthier
Cc:	Karen Thompson; Herbert Bactin; Lisa Winfield
Subject:	Re: Updated Invoice listing and statement of Trust account

Hi Mike,

A few weeks ago, your team would have received a list of January invoices that we have billed and/or expecting to bill out. It includes the job number, invoice number, customer and amount for January. Ryan must have sent it to Kim.

I believe we're not going to give AES' customers direction to pay at this point (as that could take a while to process on their side). To work around this, Karen / I can provide you transaction details weekly to show what's been transferred so far. We are able to attach notes to the bank transfer transactions as well as provide you with EFT notices/cheque copies if necessary.

Hope this helps,

Herbert

On Tue, Jan 30, 2018 at 4:03 PM, Mike Gauthier <MikeG@rilpa.com> wrote:

Hi Karen and Herbert,

Two questions/requests:

1) Is there an updated invoice/ AR accrual listing for us to take a look at?

2) Is there a statement that can be provided for the trust account?

Thanks!

Regards,

Mike Gauthier

Accounting Supervisor

RILPA
ENTERPRISES LTD.

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

--

Herbert Bactin

Financial Analyst | OpsMobil

Suite 1200, 815 8th Avenue S.W. Calgary, AB T2P 3P2

Direct Line: (587) 390-7071

Email: herbert.bactin@opsmobil.com

www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

Mike Gauthier

From:	Karen Thompson <karen.thompson@opsmobil.com>
Sent:	March-05-18 8:12 AM
To:	Mike Gauthier
Cc:	Kim Mizera; Ryan Tobber
Subject:	Re: Trust account balance

THIS IS EXHIBIT " 6 "
referred to in the Affidavit of
Kenneth R. Mizera
Sworn before me this 9th
day of June A.D. 2018
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. M[illegible]
A COMMISSIONER FOR OATHS AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

$47,924.06

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
Phone: (587) 390-7068
Cell: (403) 830-8525
Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Fri, Mar 2, 2018 at 4:43 PM, Mike Gauthier <MikeG@rilpa.com> wrote:

Hi Karen,

Could you please advise of the current balance of the trust account related to the AES/Ops deal. Ryan has informed Kim that we now have funds being deposited into the account.

Thank you!

Regards,

Mike Gauthier

Accounting Supervisor

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

Mike Gauthier

From:	Karen Thompson <karen.thompson@opsmobil.com>
Sent:	March-07-18 12:51 PM
To:	Mike Gauthier
Cc:	Kim Mizera; Michael W Mudie (mudie@shaw.ca); Matt Braaten; Ryan Tobber
Subject:	Re:

THIS IS EXHIBIT " H "
referred to in the Affidavit of
Kenneth E. Mizera
Sworn before me this 9th
day of June A.D. 2018
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Hi Mike, we will not be releasing any of the trust funds until closing.
Thanks,

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
Phone: (587) 390-7068
Cell: (403) 830-8525
Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

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On Wed, Mar 7, 2018 at 11:48 AM, Mike Gauthier <MikeG@rilpa.com> wrote:

Hi Karen,

I have attached an excerpt from the Signed Transition Services agreement that I believe you had set up. You had provided a balance last week. Thank you. We are looking to withdraw from that "Trust Account". Can you please confirm that the conditions of the signed agreement have been met and that we have access to that account? How do we make a withdrawal today?

2.3 **<u>Customer Management and Relationships</u>**

(a) The Parties acknowledge their mutual intent that all Business conducted prior to the Effective Date shall be transitioned in every respect to Airborne as soon as practicable, each Party covenanting to the other to use their best efforts to complete same expeditiously. OpsMobil and Airborne agree that OpsMobil shall act on behalf of Airborne in the capacities set forth below, until no longer needed or the end of the Transition Period, whichever comes first:

(i) As of the Effective Date, OpsMobil shall forthwith irrevocably assign any and all receivables and work in progress accruing after the Effective Date to Airborne, free and clear of all Encumbrances;

(ii) OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "**Segregated Trust Account**") with Alberta Treasury Branch in the City of Calgary, and shall:

(A) hold the Segregated Trust Account and any and all revenues OpsMobil receives relating to the Business accruing on or after the Effective Date as bare trustee in trust for Airborne;

9

(B) forthwith deposit or have deposited upon receipt any and all revenues relating to the Business accruing on or after the Effective Date and received by OpsMobil into the Segregated Trust Account;

(C) account to Airborne for all income and revenue which OpsMobil may at any time or from time to time receive upon or in respect of the Business for the period of time commencing on and after the Effective Date;

(D) cause Airborne to have complete and unimpeded knowledge and access to the Segregated Trust Account such that Airborne may make withdrawals and transfer of funds from the Segregated Account and receive all bank account statements related thereto; and

(E) forthwith irrevocably direct all customers of the Business to deposit all revenues relating to the Business accruing on or after the Effective Date into the Segregated Trust Account.

Thanks for your efforts!

Regards,

Mike Gauthier

Accounting Supervisor

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

Mike Gauthier

From:	Ryan Tobber <ryan.tobber@opsmobil.com>
Sent:	March-29-18 2:10 PM
To:	Kim Mizera
Cc:	Mike Gauthier
Subject:	Re: Surveillance Jan - March Trust account

Hi Kim,

We will look into this, however, I am not aware of funds not being deposited.

Now that we have the environmental reports and cost to remove the tanks can you advise of when we could close? Once we set a closing date we can work to finalize the ISOA, trust updates, etc.

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
Cell: (403) 797-0375
Email: ryan.tobber@opsmobil.com
www.opsmobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Thu, Mar 29, 2018 at 1:29 PM, Kim Mizera <KimM@rilpa.com> wrote:
Hi Ryan
Can you have a look at this spreadsheet
It appears that there might be funds coming in that are not being deposited into the trust account?
I will send a separate email with the previous version of the receivable
Listing that for some reason has not been updated since Jan 31
Can you have that format updated please
Thanks
Kim

Sent from my iPhone

Begin forwarded message:

> **From:** Kim Mizera <KimM@rilpa.com>
> **Date:** March 29, 2018 at 11:06:36 AM MDT
> **To:** Kim Mizera <KimM@rilpa.com>, Mike Gauthier <MikeG@rilpa.com>
> **Subject: Surveillance Jan - March Trust account**

Kim Mizera

Rilpa Enterprises

Compiled March 9, 2018
Invoices to be Deposited in Trust

COMPANY	PROJECT	Actual as of Mar 14/18	Invoice Number	Aircraft	Submission Status	Payment Date
PEMBINA PIPELINE	SF00410/11	$4,294.51	36980			
PEMBINA PIPELINE	SF00420/21	$2,431.51	36987			
PENGROWTH ENERGY CORPORATION	SF00920/30	$931.50	36957			
SUNCOR ENERGY LOGISTICS CORPORATION	SF01410	$3,003.00	36988			
SINOPEC DAYLIGHT ENERGY LTD	SF01520	$450.00	36958			
Crescent Point Energy Corporation	SF01710/20	$395.00	36968			
NOVA CHEMICALS CORPORATION	SF02210	$2,182.70	37060			
Pembina Oil Sands Pipeline LP	SF02410/20/30	$5,273.00	37002			
Predator Oil	SF02610	$5,000.00	37003			
Express Pipeline	SF02910	$2,238.60	37004			Mar 22
Husky Oil Operations Ltd	SF03010	$180.50	37051			
Husky Oil Operations Ltd	SF03020	$2,008.00	37052			
Husky Oil Operations Ltd	SF03030	$2,773.00	37053			
Husky Oil Operations Ltd	SF03040	$2,475.50	37054			
Gibson Energy Partnership	SF03310	$225.00	36969			
AIR PRODUCTS CANADA LTD	SF04310	$540.00	36970			
IMPERIAL OIL RESOURCES	SF04510	$4,447.28	37122			
IMPERIAL OIL RESOURCES	SF04510	$4,366.01	37123			
IMPERIAL OIL RESOURCES	SF04510	$81.27	37124			
Pembina Infrastructure & Logistics LP	SF05510	$840.00	36972			
Conocophillips Surmont Partnership	SF05630	$1,705.00	37005			
SEMCAMS ULC	SF05910	$1,800.00	37006			
TAQA NORTH LTD	SF06310	$160.00	36973			
NOVA CHEMICALS CORPORATION	SF06710/50/70	$6,976.52	37007			
Pembina Prairie Facilities	SF06720/40/60	$9,946.00	36974			
NOVA CHEMICALS CORPORATION	SF06730	$2,205.00	37055			
NOVA CHEMICALS CORPORATION	SF06810	$2,770.35	37059			
AGRIUM PARTNERSHIP	SF06910	$630.00	37022			
TransCanada Keystone Pipeline Limited Partnershi	SF07510	$12,978.42	37118			Mar 28
SEMCAMS ULC	SF07720	$380.00	37023			
NEW STAR ENERGY LTD.	SF15610	$400.00	36967			
ALLIANCE PIPELINE	SF17110/20/30	$10,800.00	37115			
PENGROWTH ENERGY CORPORATION	SF20510	$270.00	37024			
SEMCAMS ULC	SF20610	$480.00	37025			
CANADIAN NATURAL RESOURCES LTD	SF22510	$2,230.00	37026			
Canstone Energy	SF26815	$3,715.00	37169			Mar 26
Exxonmobil Canada Energy	SF28910	$2,561.00	37170			
TRANSCANADA PIPELINES LTD	SF29710	$1,161.92	37064			Mar 28
NAL Resources	SF30310	$1,185.00	37027			
Grand Rapids Pipeline Limited Partnership	SF32010	$4,247.00	37061			Mar 28
Northern Courier Pipeline Ltd	SF32510	$881.46	37065			Mar 28
Husky Oil Operations Ltd	SF32915	$4,915.00	37116			
Crescent Point Energy Corporation	SF33715	$7,446.00	37171			
Pembina Oil Sands Pipeline LP	SF34210	$445.50	37176			
CANADIAN NATURAL RESOURCES LTD	SR00100	$5,280.00	37168			
ACCEL Energy Holdings Ltd	SR00310	$22,678.15	37117			
ACCEL Energy Canada Ltd	SR00320	$2,250.00	37120			
ACCEL Energy Canada Ltd	SR00330	$1,050.00	37121			
ORLEN Upstream Canada	SR03910	$800.00	37173			
ORLEN Upstream Canada	SR03920	$800.00	37174			
LONG RUN EXPLORATION	SR04610	$2,050.00	37062			
LONG RUN EXPLORATION	SR08513	$37,498.00	37063			
PEMBINA PIPELINE	SR11510	$1,155.00	37028			
PEMBINA PIPELINE	SR11520	$3,000.00	37029			
Pembina Oil Sands Pipeline LP	SR11530	$1,000.00	37030			
ACCEL Energy Holdings Ltd	SR12710	$800.00	37172			
ACCEL Energy Holdings Ltd	SR12810	$1,400.00	37119			
ACCEL Energy Holdings Ltd	SR13110	$16,200.01	37175			
Conocophillips Surmont Partnership	SR13533	$9,883.00	37035			
KEYERA PARTNERSHIP	SR14413	$7,000.00	37036			
SEMCAMS ULC	SR15613	$1,800.00	37037			
TOURMALINE OIL CORP	SR19114	$5,536.06	37038			
TOURMALINE OIL CORP	SR19124	$5,915.00	37050			
Canlin Energy Corporation	SR19410	$1,200.00	37039R1			
Gibson Energy Partnership	SR23210	$500.00	37040			
Enercapita	SR25614	$5,012.00	37041			
PEMBINA PIPELINE	SR29210	$3,144.00	37042			
PARAMOUNT RESOURCES LTD	SR31613	$4,095.00	37043			
PARAMOUNT RESOURCES LTD	SR31614	$4,095.00	37044			
PARAMOUNT RESOURCES LTD	SR31615	$10,305.00	37045			
MURPHY OIL COMPANY LTD	SR33813	$5,100.00	37049			
		$283,971.80				

Mike Gauthier

From:	Karen Thompson <karen.thompson@opsmobil.com>
Sent:	April-03-18 5:11 PM
To:	Mike Gauthier; Kim Mizera; Matt Braaten; Ryan Tobber; Herbert Bactin
Subject:	ATB Trust Account Statements Dec to April 2018
Attachments:	Trust Account Dec 19 to April 3 2018.pdf

Please see attached - the last page is the reconciliation. Any questions, please let me know.
Thanks,

THIS IS EXHIBIT " I "
referred to in the Affidavit of
Kenneth S. Mizera
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. HUDIE
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
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Email: karen.thompson@opsmobil.com
www.OpsMobil.com

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ATB Online Business

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Current Account Details

To view a history of account details, please enter the search details below. The maximum transaction history to view for Mastercard is 6 months, other accounts is 18 months.

Account: 760-00182687579 CAD
Available Balance: $192,054.63
Current Balance: $192,054.63

Account History
Account: OpsMobil Inc Trust Acct - 760-00182687579 $192,054.63 CAD
Type: All
From: 3/1/2018
To: 3/31/2018
Criteria: ---Choose a Criterion
Amount: $
Show 100 transactions per page
Search

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance	Balance
3/31/2018	Fee	Monthly Maintenance Fees		$8.00		$192,054.63	$192,054.63
3/29/2018	Transfer	ATBOL Transfer Transfer From *******3500			$20,820.24	$192,062.63	$192,062.63
3/27/2018	Transfer	ATBOL Transfer Transfer From *******3500			$2,350.53	$171,242.39	$171,242.39
3/23/2018	Transfer	ATBOL Transfer Transfer From *******3500			$13,680.45	$168,891.86	$168,891.86
3/20/2018	Transfer	ATBOL Transfer Transfer From *******3500			$29,480.87	$155,211.41	$155,211.41
3/16/2018	Transfer	ATBOL Transfer Transfer From *******3500			$33,439.31	$125,730.54	$125,730.54
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500			$2,000.00	$92,291.23	$92,291.23
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500			$37,508.87	$90,291.23	$90,291.23
3/5/2018	Transfer	ATBOL Transfer Transfer From *******0500			$52,781.36	$52,782.36	$52,782.36
3/1/2018	Transfer	ATBOL Transfer Transfer From *******0500			$5.00	$1.00	$1.00

ATB Online Business

Contact Us | Help | Print Preview

Current Account Details

To view a history of account details, please enter the search details below. The maximum transaction history to view for Mastercard is 6 months, other accounts is 18 months.

Account:	760-00182687579 CAD
Available Balance:	$192,054.63
Current Balance:	$192,054.63

Account History

Account: OpsMobil Inc Trust Acct - 760-00182687579 $192,054.63 CAD

Type: All

From: 4/1/2018

To: 4/3/2018

Criteria: ---Choose a Criterior

Amount: $

Show 100 transactions per page

Search

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance	Balance

There are no transactions.

	CRA TRUST ACCT	
Feb 12/18	6,217.03	Spectra Energy - Inv. 36647
Feb 14/18	1,034.25	AltaGas - Inv. 36583
Mar 1/18	799.33	Northern Courier - Inv. 36671
Mar 1/18	2,802.79	Grand Rapids - Inv. 36670
Mar 1/18	13,385.46	TCPL Keystone Inv. 36657
Mar 1/18	799.33	TCPL - Inv. 36669
Mar 1/18	23,784.87	Nova Chemicals - Inv. 36655/36621/36620/36654
Mar 2/18	4,857.30	Semcams Inv. 36561/36581
	(8.00)	S/C December
	(8.00)	S/C January
	(8.00)	S/C February
Mar 7/18	4,088.70	Suncor - Inv. 36645
Mar 7/18	1,669.00	NAL - Inv. 36589
Mar 8/18	5,617.50	Pembina - Inv. 36656
Mar 7/18	11,025.00	Keyera - Inv. 36593
Mar 8/18	942.90	Conoco - Inv. 36653
Mar 9/18	2,625.00	Predator - Inv. 36646
Mar 9/18	651.00	Semcams - Inv. 36658/36661
Mar 9/18	10,377.15	Conoco - Inv. 36595
Mar 9/18	2,165.62	Encana - Inv. 36597/36598/36676
Mar 9/18	357.00	Nal - Inv. 36585
Mar 14/18	978.08	Pengrowth - Inv. 36579
Mar 13/18	6,319.44	Pembina - Inv. 36577R1
Mar 13/18	945.00	Air Products - Inv.36617
Mar 15/18	3,454.00	Pembina - Inv. 36578
Mar 15/18	8,930.25	Nova Gas - Inv. 36693
Mar 15/18	10,240.04	Imperial - Inv. 36719/36720/36721
Mar 15/18	2,572.50	Torc - Inv. 36600
Mar 19/18	472.53	Sinopec - Inv. 36604
Mar 20/18	20,112.74	Paramount - Inv. 36601/36602/36686
Mar 20/18	8,895.60	Alliance - Inv. 36659
Mar 21/18	425.25	Pengrowth - Inv. 36660
Mar 21/18	414.75	Crescent Point - INV. 36556
Mar 21/18	918.75	Gibsons - Inv. 36616/36596
Mar 21/18	11,821.70	Pembina - Inv. 36685/36679/36677/36678/36619
Mar 23/18	2,350.53	Spectra - Inv. 37004
Mar 28/18	420.00	Newstar - Inv. #36580
Mar 28/18	13,827.34	TCPL Keystone - Inv. 37118
Mar 28/18	4,459.35	Grand Rapids - Inv. 37061
Mar 28/18	925.53	Northern Courier - Inv. 37065
Mar 28/18	1220.02	TCPL - Inv. 37064
Mar 29/18	168.00	Taqa - Inv.36582
To Be Transferred		
Mar 31/18	882.00	Agrium - Inv. #36584
Mar 31/18	3,900.75	Canstone - Inv. 37169
Mar 31/18	(8.00)	March S/C
Jan,Feb,Mar.	25.00	Ops Transferred funds to cover overdrafts
Apr 2/18	4,257.75	CNRL - Inv. 36557/588
Reconciled	201,095.13	

ATB Financial™

SAVING | BORROWING | INVESTING | KNOW-HOW

A summary of your accounts on Dec 31, 2017 (continued)

Loans (continued)	**Value on Dec 31, 2017**
	CAD
Loans Contained Within a Facility 28639796400 *No account activity*	0.00
Total Loans	**$0.00**

All loan balances, with the exception of mortgage loans, do NOT include accrued interest. The above should not be relied upon for repayment purposes. Please contact your branch for a payout statement.

Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account
Pay As You Go Account

00182687579		**Transit # 07609-219**
Account Nickname		
OpsMobil Inc Trust Acct		
Your balance forward on Dec 19, 2017		$0.00
Debits to your account (1 item)	-	$8.00
Credits to your account (0 items)	+	$0.00
Your closing balance on Dec 31, 2017	=	**-$8.00**

Details of your account transactions

Date	Description	Debits to your account ($)	Credits to your account ($)	Balance ($)
Dec 19	**Balance forward**			**$0.00**
Dec 31	Monthly Maintenance Fees	$8.00		- 8.00
Dec 31	**Closing balance**			**-$8.00**

ATB0114001_6201954_006 - 0027029 019570

ATB Financial™

SAVING | BORROWING | INVESTING | KNOW-HOW

A summary of your accounts on Jan 31, 2018 (continued)

Loans (continued)	**Value on Jan 31, 2018**
	CAD
Loans Contained Within a Facility 28639796400 *No account activity*	0.00
Total Loans	**$0.00**

All loan balances, with the exception of mortgage loans, do NOT include accrued interest. The above should not be relied upon for repayment purposes. Please contact your branch for a payout statement.

Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account
Pay As You Go Account

00182687579		**Transit # 07609-219**
Account Nickname		
OpsMobil Inc Trust Acct		
Your balance forward on Dec 31, 2017		-$8.00
Debits to your account (1 item)	-	$8.00
Credits to your account (1 item)	+	$10.00
Your closing balance on Jan 31, 2018	**=**	**-$6.00**

Details of your account transactions

Date	Description	Debits to your account ($)	Credits to your account ($)	Balance ($)
Dec 31	**Balance forward**			**-$8.00**
Jan 2	ATBOL Transfer Transfer From *******3500		$10.00	2.00
Jan 31	Monthly Maintenance Fees	$8.00		- 6.00
Jan 31	**Closing balance**			**-$6.00**

ATB0114001_7024796_006 - 0026680 016754

A summary of your accounts on Feb 28, 2018 (continued)

Loans (continued)	Value on Feb 28, 2018
	CAD
Loans Contained Within a Facility 28639796400 *No account activity*	0.00
Total Loans	**$0.00**

All loan balances, with the exception of mortgage loans, do NOT include accrued interest. The above should not be relied upon for repayment purposes. Please contact your branch for a payout statement.

Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account
Pay As You Go Account

00182687579 **Transit # 07609-219**

Account Nickname

OpsMobil Inc Trust Acct

Your balance forward on Jan 31, 2018		-$6.00
Debits to your account (1 item)	-	$8.00
Credits to your account (1 item)	+	$10.00
Your closing balance on Feb 28, 2018	**=**	**-$4.00**

Details of your account transactions

Date	Description	Debits to your account ($)	Credits to your account ($)	Balance ($)
Jan 31	**Balance forward**			**-$6.00**
Feb 1	ATBOL Transfer Transfer From *******6300		$10.00	4.00
Feb 28	Monthly Maintenance Fees	$8.00		- 4.00
Feb 28	**Closing balance**			**-$4.00**

THIS IS EXHIBIT " K "
referred to in the Affidavit of
Kenneth S. [illegible]
Sworn before me this 9th
day of June A.D. 2018
[illegible signature]
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Mike Gauthier

From: Karen Thompson <karen.thompson@opsmobil.com>
Sent: May-18-18 9:07 AM
To: Mike Gauthier
Cc: Herbert Bactin; Ryan Tobber; Kim Mizera
Subject: Re: Trust account reconciliation

Mike, answers below"

In the ATB account there appears to be Mastercard Adjustments. What are these? ATB is taking these payments automatically without consulting me first - these are payments for credit cards that are behind in the minimum payments - I noted these on the reconciliation and Herbert is aware of them so he has added them to the adjustment schedule.

In the TEC Trust Holding deposits statement:

1. Why is there a hull insurance payment on Apr 16/18? Ryan and Kim have discussed this and Kim had approved us using the trust funds to cover the auto debit for the hull insurance.
2. Why are there multiple Mastercard payments? Refer to my answer in the first line.
3. Can you provide the payroll register associated with the May, 11/18? I would like to verify the source deductions taken on May 17th/18. This was sent already but I am attaching anther copy.

Is TEC holding these funds in a segregated account? Are they aware these were supposed to be deposited in a Trust account? Yes, as far as I am aware - and yes.

Thanks in advance for your answers!

Regards,

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
Phone: (587) 390-7068
Cell: (403) 830-8525
Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Thu, May 17, 2018 at 6:02 PM, Mike Gauthier <MikeG@rilpa.com> wrote:

Karen,

I have lots of questions.

In the ATB account there appears to be Mastercard Adjustments. What are these?

In the TEC Trust Holding deposits statement:

1. Why is there a hull insurance payment on Apr 16/18?

2. Why are there multiple Mastercard payments?

3. Can you provide the payroll register associated with the May, 11/18? I would like to verify the source deductions taken on May 17th/18.

Is TEC holding these funds in a segregated account? Are they aware these were supposed to be deposited in a Trust account?

Thanks in advance for your answers!

Regards,

Mike Gauthier

Accounting Supervisor

RILPA ENTERPRISES LTD.

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

From: Karen Thompson [mailto:karen.thompson@opsmobil.com]
Sent: May-17-18 2:55 PM
To: Mike Gauthier
Cc: Herbert Bactin; Ryan Tobber
Subject: Re: Trust account reconciliation

Hi Mike, please see attached - let either Herbert or myself know if you have any questions.

Thanks,

Karen Thompson
Corporate Controller | OpsMobil

1200, 815 8th Ave SW, Calgary Alberta T2P 3P2

Phone: (587) 390-7068

Cell: (403) 830-8525

Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Thu, May 17, 2018 at 10:39 AM, Mike Gauthier <MikeG@rilpa.com> wrote:

Morning Karen,

I was speaking with Herbert about a reconciliation of the monies withdrawn from the Trust account. Any chance I could get a screenshot of the withdrawals and the current value in the account?

Regards,

Mike Gauthier

Accounting Supervisor

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

From: Mike Gauthier
Sent: May-17-18 10:37 AM
To: 'Herbert Bactin'
Cc: Kim Mizera; Ryan Tobber
Subject: Trust account reconciliation

Hey Herbert,

Any chance you were able to get a hold of Karen this morning for a reconciliation of the monies removed from the Trust account?

Regards,

Mike Gauthier

Accounting Supervisor

Rilpa Enterprises Ltd.

480 Aviation Way N.E.

Calgary, AB T2E 7G3

P: 403-275-3035 | F: 403-275-3312

MikeG@rilpa.com

Mike Gauthier

From:	Karen Thompson <karen.thompson@opsmobil.com>
Sent:	May-22-18 11:55 AM
To:	Kim Mizera; Mike Gauthier
Cc:	Ryan Tobber
Subject:	Trust Account Funds

Good afternoon Kim/Mike, please note Third Eye sent back all of the trust funds they were holding in a segregated account late last Friday afternoon.

Thanks,

Karen Thompson
Corporate Controller | OpsMobil
1200, 815 8th Ave SW, Calgary Alberta T2P 3P2
Phone: (587) 390-7068
Cell: (403) 830-8525
Fax: (780) 402-2448
Email: karen.thompson@opsmobil.com
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

THIS IS EXHIBIT " L " referred to in the Affidavit of Kenneth R. Mizera
Sworn before me this 9th day of June A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. M[illegible]
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

ATB Online Business

THIS IS EXHIBIT " M " referred to in the Affidavit of Kenneth R. Mizera

Sworn before me this 9th day of June A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUNRO
A COMMISSIONER ... FOR THE PROVINCE ... BARRISTER & SOLICITOR

Current Account Details

Adjust the search details below to see this account's transaction history.

- 6 months of history is available for Mastercard accounts.
- 18 months of history is available for all other accounts, but you can only select 180 days (about 6 months) at a time. If you want to see more than 180 days of transactions at a time, try using Download Transactions.

Account: 760-00182687579 CAD
Available Balance: $411,144.85
Current Balance: $411,144.85

Account History

Account: OpsMobil Inc Trust Acct - 760-00182687579 $411,144.85 CAD | Type: All | From: 12/21/2017 | To: 6/8/2018

Criteria: ---Choose a Criterion--- | Amount: $ | Show 100 transactions per page | Search

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance	Balance
6/8/2018	Transfer	ATBOL Transfer Transfer To *******3500		$44,603.82		$411,144.85	$411,144.85
6/8/2018	Transfer	ATBOL Transfer Transfer To *******3500		$467.84		$455,748.67	$455,748.67
6/8/2018	Fee	Fee Court Order		$10.00		$456,216.51	$456,216.51
6/8/2018	Cheque	Bank Draft Central Administration		$185,525.91		$456,226.51	$456,226.51
6/8/2018	Cheque	Reversed Bank Draft Central Administration			$2,031.90	$641,752.42	$641,752.42
6/8/2018	Cheque	Bank Draft Central Administration		$2,031.90		$639,720.52	$639,720.52
6/5/2018	Transfer	ATBOL Transfer Transfer From *******3500			$48,544.16	$641,752.42	$641,752.42
6/1/2018	Transfer	ATBOL Transfer Transfer From *******3500			$20,728.64	$593,208.26	$593,208.26
5/31/2018	Fee	Fee Service		$7.50		$572,479.62	$572,479.62
5/31/2018	Fee	Monthly Maintenance Fees		$8.00		$572,487.12	$572,487.12
5/25/2018	Transfer	ATBOL Transfer Transfer From *******3500			$52,561.46	$572,495.12	$572,495.12
5/25/2018	Transfer	Transfer Transfer From *******3500			$2,808.00	$519,933.66	$519,933.66
5/25/2018	Cheque	Bank Draft Calgary 6th Avenue Branch		$2,808.00		$517,125.66	$517,125.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *******6700		$24,238.06		$519,933.66	$519,933.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *******3500		$31,296.77		$544,171.72	$544,171.72
5/25/2018	Transfer	ATBOL Transfer Transfer To *******3500		$1,745.26		$575,468.49	$575,468.49
5/18/2018	Transfer	ATBOL Transfer Transfer From *******3500			$516,619.84	$577,213.75	$577,213.75
5/16/2018	Transfer	ATBOL Transfer Transfer To *******0500		$16,921.34		$60,593.91	$60,593.91
5/16/2018	Payment	ATBOL Bill Payment ATB FINANCIAL MASTERCARD		$2,300.00		$77,515.25	$77,515.25
5/15/2018	Miscellaneous	Adjustment Mastercard		$2,979.11		$79,815.25	$79,815.25
5/15/2018	Miscellaneous	Adjustment Mastercard		$617.00		$82,794.36	$82,794.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$485.00		$83,411.36	$83,411.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$429.00		$83,896.36	$83,896.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$280.00		$84,325.36	$84,325.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$196.00		$84,605.36	$84,605.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$115.00		$84,801.36	$84,801.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$114.00		$84,916.36	$84,916.36

5/15/2018	Miscellaneous	Adjustment Mastercard	$85.00		$85,030.36	$85,030.36
5/15/2018	Miscellaneous	Adjustment Mastercard	$2,979.00		$85,115.36	$85,115.36
5/14/2018	Transfer	ATBOL Transfer Transfer To *******3500	$1,745.26		$88,094.36	$88,094.36
5/14/2018	Miscellaneous	Adjustment Mastercard	$585.00		$89,839.62	$89,839.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$513.00		$90,424.62	$90,424.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$579.00		$90,937.62	$90,937.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$547.00		$91,516.62	$91,516.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$39,324.92		$92,063.62	$92,063.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$15,972.06		$131,388.54	$131,388.54
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$24,374.89		$147,360.60	$147,360.60
4/30/2018	Fee	Monthly Maintenance Fees	$8.00		$171,735.49	$171,735.49
4/16/2018	Transfer	ATBOL Transfer Transfer To *******3500	$29,850.69		$171,743.49	$171,743.49
4/9/2018	Miscellaneous	Adjustment Mastercard	$9,561.00		$201,594.18	$201,594.18
4/5/2018	Transfer	ATBOL Transfer Transfer From *******3500		$19,100.55	$211,155.18	$211,155.18
3/31/2018	Fee	Monthly Maintenance Fees	$8.00		$192,054.63	$192,054.63
3/29/2018	Transfer	ATBOL Transfer Transfer From *******3500		$20,820.24	$192,062.63	$192,062.63
3/27/2018	Transfer	ATBOL Transfer Transfer From *******3500		$2,350.53	$171,242.39	$171,242.39
3/23/2018	Transfer	ATBOL Transfer Transfer From *******3500		$13,680.45	$168,891.86	$168,891.86
3/20/2018	Transfer	ATBOL Transfer Transfer From *******3500		$29,480.87	$155,211.41	$155,211.41
3/16/2018	Transfer	ATBOL Transfer Transfer From *******3500		$33,439.31	$125,730.54	$125,730.54
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500		$2,000.00	$92,291.23	$92,291.23
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500		$37,508.87	$90,291.23	$90,291.23
3/5/2018	Transfer	ATBOL Transfer Transfer From *******0500		$52,781.36	$52,782.36	$52,782.36
3/1/2018	Transfer	ATBOL Transfer Transfer From *******0500		$5.00	$1.00	$1.00
2/28/2018	Fee	Monthly Maintenance Fees	$8.00		($4.00)	($4.00)
2/1/2018	Transfer	ATBOL Transfer Transfer From *******6300		$10.00	$4.00	$4.00
1/31/2018	Fee	Monthly Maintenance Fees	$8.00		($6.00)	($6.00)
1/2/2018	Transfer	ATBOL Transfer Transfer From *******3500		$10.00	$2.00	$2.00
12/31/2017	Fee	Monthly Maintenance Fees	$8.00		($8.00)	($8.00)

Michael Mudie

From:	Kim Mizera <KimM@rilpa.com>
Sent:	Friday, June 08, 2018 5:15 PM
To:	Michael Mudie (mudie@shaw.ca)
Subject:	FW: ATB Trust Account Withdrawal

THIS IS EXHIBIT " W "
referred to in the Affidavit of
Kenneth S. Mizera
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Kim Mizera
Rilpa Enterprises

RILPA
ENTERPRISES LTD.
480 Aviation Way N.E., Calgary, Alberta T2E 7G3
Phone: (403) 275-3035 Fax: (403) 275-3312

From: Karen Thompson [mailto:karen.thompson@opsmobil.com]
Sent: Friday, June 08, 2018 4:57 PM
To: Kim Mizera
Cc: Ryan Tobber; Mike Gauthier
Subject: Re: ATB Trust Account Withdrawal

Hi Kim payroll for aes was paid in full we will have to return the ops portion on Monday when I receive the funds from third eye. As for the bank draft from the trust account the atb received a court order to take the 185k from any of the accounts listed under opsmobil. Please note I just found out from atb late this afternoon hope this info helps clarify everything thx

On Fri, Jun 8, 2018, 4:48 PM Kim Mizera, <KimM@rilpa.com> wrote:

> Ryan
>
> It appears as if $185,525.91 was withdrawn from the trust funds in a bank draft by Central Administration.
>
> Can you please explain what this was?
>
> Also please confirm that that the payroll that was made today does not include the OpsMobil portion of payroll.
>
> Kim Mizera

Rilpa Enterprises

Kim Mizera

From: Ryan Tobber <ryan.tobber@opsmobil.com>
Sent: Thursday, May 10, 2018 2:55 PM
To: Kim Mizera
Subject: Fwd: trust funds transfer

THIS IS EXHIBIT " O "
referred to in the Affidavit of
Kenneth R. Mizera
Sworn before me this 7th
day of June A.D. 2018
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
MICHAEL W. M...
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Ryan Tobber
President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
Cell: (403) 797-0375
Email: ryan.tobber@opsmobil.com
www.opsmobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

---------- Forwarded message ---------
From: Mark Horrox <Mark@thirdeyecapital.com>
Date: Thu, May 10, 2018 at 12:34 PM
Subject: RE: trust funds transfer
To: Ryan Tobber <ryan.tobber@opsmobil.com>
Cc: Casey Howell <casey@thirdeyecapital.com>

I called him a second time.

Kim has agreed to:

1. Drop the encroachment holdback
2. Drop the unpaid holdback, on strict condition that the ISOA and any unpaids within it are accurately reconciled. I have told him that is reasonable and I need you to work with your team to ensure it is.
3. The environmental holdback would stay the same at $250K
4. On the basis of the ISOA I have seen, and the unpaids I have seen, the net payable at closing os $1.507MM
5. Gowlings to hold the holdbacks in trust per the terms of the letter

Please work to get the ISOA and unpaids portion to Rilpa asap and work with them to agree it so we can get this closed.

Thanks

Mark

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Thursday, May 10, 2018 1:28 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: trust funds transfer

Did you call him??

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
Cell: (403) 797-0375
Email: ryan.tobber@opsmobil.com
www.opsmobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

---------- Forwarded message ---------
From: Kim Mizera <KimM@rilpa.com>
Date: Thu, May 10, 2018 at 10:37 AM
Subject: RE: trust funds transfer
To: Ryan Tobber (ryan.tobber@opsmobil.com) <ryan.tobber@opsmobil.com>

HI Ryan

Has this been actioned?

I'm out of the office at noon and need confirmation before I leave

Thanks

Kim

Kim Mizera

Rilpa Enterprises

From: Kim Mizera
Sent: Wednesday, May 09, 2018 8:09 PM
To: Ryan Tobber (ryan.tobber@opsmobil.com)
Subject: trust funds transfer

Ryan,

can you please forward to us $288,000 of our monies held in trust by Ops with ATB

to AES's account as per attachment tomorrow by EFT.

Thanks

Kim Mizera

GOWLING WLG

THIS IS EXHIBIT "P"
referred to in the Affidavit of
Kenneth R. Moore
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

June ●, 2018

Irene M. Stewart
Direct (604) 891-2270
Direct Fax (604) 443-5639
irene.stewart@gowlingwlg.com
File no. V41817

DELIVERED

Michael W. Mudie
Barrister and Solicitor
520 Crescent Road N.W.
Calgary, Alberta T2M 4A5

Dear Sir:

Re: Agreement of purchase and sale of assets between OpsMobil Group Inc. ("**OGI**"), OpsMobil Inc. ("**OI**") and OpsMobil Energy Services Inc. ("**OES**"), collectively as vendor, and Airborne Energy Solutions Inc. ("**AES**"), as purchaser, dated December 14, 2017 (the "**PSA**")
Our File No. V41817 / Your File No. 2-3045
Closing Date: June ●, 2018 (the "**Closing Date**")

A. CLOSING DOCUMENTS

We enclose herewith the two (2) original copies of the following documents in respect of the above transaction which are delivered to you subject to the trust conditions set out below.

1. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-FIGL, executed by OI;

2. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-FZHG, executed by OI;

3. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-GAEN, executed by OI;

4. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-GDHR, executed by OI;

5. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-GFXS, executed by OI;

6. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-GFYK, executed by OI;

7. Bill of sale dated June ___, 2018 from OI to AES transferring to AES aircraft C-FZGP, executed by OI;

8. Bill of sale dated June ___, 2018 transferring to AES personal property by OGI, OI and OES (other than contracts and other than aircraft and vehicles) which relates to the aerial

surveillance and scanning, chemical spraying and local charter businesses operated by OI, OGI, OES (the "**Business**"), executed by OI, OGI and OES;

9. Transfer of land dated June ___, 2018 (the "**Transfer of Land**") transferring to AES certain lands described as Plan 0022432 Block 1 Lot 5 Excepting thereout all mines and minerals (the "**Lands**"), executed by OGI;

10. Assignment of customer service contracts made June ___, 2018 between OGI, OI and OES, as vendors, and AES, as purchaser, assigning to AES the customer services contracts relating to the Business, executed by OGI, OI and OES;

11. Assignment of contracts made June ___, 2018 between OGI, OI and OES, as vendors, and AES, as purchaser, assigning to AES the vendor contracts relating to the Business set out therein, executed by OGI, OI and OES;

12. Undertaking to AES dated June ___, 2018 by OGI, OI and OES with respect to the customer services contracts, executed by OGI, OI and OES;

13. Right of first refusal agreement dated effective June ___, 2018 between OGI, OI, OES and AES, executed by OGI, OI and OES;

14. Non-competition agreement made June ___, 2018 between OGI, OI and OES, Ryan Tobber ("**RT**"), Roch Dallaire, Gemini Heli Ltd. and AES, executed by OGI, OI, OES, RT and Roch Dallaire;

15. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

16. Irrevocable assignment and direction to pay dated June ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

17. Irrevocable assignment and direction to pay dated June ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

18. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

19. Irrevocable assignment and direction to pay dated June ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

20. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

21. Irrevocable assignment and direction to pay dated June ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

22. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

23. Irrevocable assignment and direction to pay dated June___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

24. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

25. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Pembina Pipeline, executed by OI;

26. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

27. Irrevocable assignment and direction to pay dated June___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

28. Irrevocable assignment and direction to pay dated June ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

29. Irrevocable direction to pay dated June ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

30. Irrevocable direction to pay dated June ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

31. Irrevocable direction to pay dated June ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

32. Irrevocable direction to pay dated June ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

33. Irrevocable direction to pay dated June ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

34. Irrevocable direction to pay dated June ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

35. Irrevocable direction to pay dated June ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

36. Irrevocable direction to pay dated June ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

37. Irrevocable direction to pay dated June ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

38. Irrevocable direction to pay dated June ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

39. Irrevocable direction to pay dated June ___, 2018 by OI to Pembina Pipeline, executed by OI;

40. Irrevocable direction to pay dated June ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

41. Irrevocable direction to pay dated June ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

42. Irrevocable direction to pay dated June ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

43. Canada Revenue Agency Form GST44E (Election Concerning the Acquisition of a Business or Part of a Business) to be completed by AES, as recipient, and OGI, as supplier, executed by OGI;

44. Certified copy of resolutions of the sole director of OI, executed by RT;

45. Certified copy of resolutions of the sole director of OGI, executed by RT;

46. Certified copy of resolutions of the sole director of OES, executed by RT;

47. Certificate of OGI, OI and OES to AES dated June ___, 2018, executed by OGI, OI and OES;

48. Assignment and assumption agreement made June ___, 2018 between OGI, OI and OES, AES and Rilpa Enterprises Ltd. ("**Rilpa**") and Classic Helicopters Ltd. ("**Classic**"), executed by OGI, OI and OES;

49. Mutual release and discharge of liability dated June ___, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective June ___, 2018 between AES, as lessor, and OI, as lessee, in respect of the lease of certain aircraft post-closing, executed by OI;

51. Undated cancellation of lease agreement in respect of the lease agreement described as item 50 above, executed by OI;

52. Lease agreement dated effective June ___, 2018 between AES, as lessor, and OI, as lessee, in respect of the lease of a certain helicopter post-closing, executed by OI;

53. Undated cancellation of lease agreement in respect of the lease agreement described as item 52 above, executed by OI;

54. Sublease agreement dated effective June ___, 2018 between AES, as sublessor, and OI, as sublessee, in respect of the sublease by OI of certain helicopters post-closing, executed by OI;

55. Undated cancellation of sublease agreement in respect of the sublease agreement described as item 54 above, executed by OI;

56. Aircraft short form registration lease dated effective June ___, 2018 between AES, as lessor, and OI, as lessee, under which aircraft C-GDHR, C-FIGL, C-GAEN, C-GFXS, C-GFYK and C-FZHG, and engines, are leased to OI, executed by OI;

57. Aircraft short form registration lease dated effective June ___, 2018 between AES, as lessor, and OI, as lessee, under which helicopter C-FZGP, and engine, is leased to OI, executed by OI;

58. Aircraft short form registration lease dated effective June ___, 2018 between Classic, as lessor, AES, as lessee, and OI, as sub-lessee, under which Eurocopter helicopters C-FHAK, C-FHAP, C-FHAU, C-FXED and C-FXEJ and Bell helicopter C-GZCH, and engines, are subleased to OI post-closing, executed by OI;

59. Aircraft short form registration lease dated effective June ___, 2018 between Rilpa, as lessor, AES, as lessee, and OI, as sub-lessee, under which Eurocopter helicopter C-GVYI and Bell helicopters C-GTYU and C-GHPO, and engines, are subleased to OI post-closing, executed by OI;

60. Sublease agreement between AES, as sublessor, and OGI, as sublessee, in respect of the sublease by OGI of a portion of the premises described therein (the "**Whitecourt Facility**") for storage of aircraft and equipment post-closing, executed by OGI;

61. Software agreement dated June ___, 2018 between AES and OGI, OI and OES in respect of the use by OGI, OI and OES of the platform and data of certain software developed by them known as the Web Anomaly Reporting System, executed by OGI, OI and OES;

62. Bill of sale dated June ___, 2018 from OGI, OI and OES, as vendors, to AES, as purchaser, in respect of certain vehicles described therein, executed by OGI, OI and OES;

63. Statutory Declaration of RT in respect of Canada Revenue Agency, executed June __, 2018 by RT;

64. Confirmation notice to Rocky Mountain House Airport Commission in respect of the completion of the purchase and sale transaction, executed by Gowling WLG (Canada) LLP and Michael W. Mudie;

65. Surrender and termination of lease dated June ___, 2018, duly executed by OI, which lease was granted by Woodlands County to OI in respect of Plan 0022432, Block 2, Lots 2-4, Plan 0022432, Block 3, Lot 2;

66. Surrender and termination of lease dated June __, 2018, duly executed by OGI, which lease was granted by Woodlands County to OGI in respect of Plan 0022432, Block 1, Lots 2-3;

67. Consent to surrender of leases dated June ___, 2018 duly executed by OI and the Administrative Agent (as defined in section B.1);

68. Original real property reports with respect to Plan 0022432, Block 2, Lots 2-4, Plan 0022432, Block 3, Lot 2, Plan 0022432, Block 1, Lots 2-3 and Lot 5 with certificates of compliance endorsed thereon;

69. Original real property report with respect to the Rocky Mountain House Facility with certificate of compliance endorsed thereon;

70. Original real property report with respect to the Villeneuve Facility;

71. Undertaking of OGI, OI and OES to provide completed environmental reports, and verified remediation of any environmental damage to be rectified, with respect to the Whitecourt leases and the Rocky Mountain House lease, executed by OGI, OI and OES;

72. Assignment of Choses in Action dated June __, 2018 duly executed by OGI;

73. Alberta Treasury Branch segregated trust account no. ________ banking documentation, account statements, signature card and confirmation of signing authority in the sole name of AES **[NTD: Please complete account information]**; and

74. Statutory Declaration of RT deposed June ___, 2018 in respect of unpaid accounts of OI, OGI and OES set out in Schedule C hereto payable by OI, OGI and OES at closing on the Closing Date, executed by RT. **[NTD: Please provide list of unpaid accounts]**

B. ADDITIONAL CLOSING DOCUMENTS

We also enclose a copy of the following:

1. an unsigned copy of the letter (the "**No Interest Letter**") dated June ___, 2018 from Third Eye Capital Corporation, as administrative agent for the lenders described therein (the "**Administrative Agent**") addressed to OI, OGI, OES, AES, Stikeman Elliott LLP, Gowling WLG (Canada) LLP and Michael W. Mudie, by the Administrative Agent. We confirm that we hold an executed copy of such No Interest Letter unconditionally releasable to AES and OGI, OI and OES in accordance with the trust condition under C.4 set forth below.

2. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors Drilling Canada Limited ("**Nabors**") under a certain security agreement in respect of which a financing statement was registered in the Alberta Personal Property Registry (the "**PPR**") with respect to aircraft C-FZGP, and engine, executed by Nabors;

3. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors under a certain security agreement in respect of which a financing statement was registered in the PPR with respect to aircraft C-FZHG, and engine, executed by Nabors;

4. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors under a certain security agreement in respect of which a financing statement was registered in the PPR with respect to aircraft C-GAEN, and engine, executed by Nabors;

5. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors under a certain security agreement in respect of which a financing statement was registered in the PPR with respect to aircraft C-GFXS, and engine, executed by Nabors;

6. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors under a certain security agreement in respect of which a financing statement was registered in the PPR with respect to aircraft C-GFYK, and engine, executed by Nabors;

7. a copy of the partial discharge dated February 6, 2018 of the interest of Nabors under a certain security agreement in respect of which a financing statement was registered in the PPR with respect to aircraft C-FIGL, and engine, executed by Nabors;

8. a copy of the discharge dated January 22, 2018 of the interest of Nabors in a 1972 Piper Navajo aircraft, model PA-31, serial number 31-753, registered in the International Registry for International Interests in Mobil Equipment (Aircraft Equipment) (the "**International Registry**"), executed by Nabors;

9. a copy of the discharge dated January 22, 2018 of the interest of Nabors in a 1973 Bell aircraft, model 206B, serial number 940, registered in the International Registry, executed by Nabors;

10. a copy of the partial discharge of mortgage dated January 22, 2018 in favour of Nabors in respect of instrument number 132 094 437 registered in the Alberta Land Titles Office (the "**LTO**") against the Lands, executed by Nabors; and

11. a copy of the signed irrevocable payment direction ("**Payment Direction**") by OGI, OI and OES, collectively as vendors (the "**Vendors**") to the writer directing the writer to pay the Cash to Close (as hereinafter defined) to the Administrative Agent, subject and pursuant to the trust conditions listed herein.

OGI, OI, OES and AES confirm that certain items and deliverables set forth in the PSA has been amended as follows:

1. the date for delivery of the Final Statement of Adjustments as set forth in section 2.4 of the PSA, being February 28, 2018, has been extended by agreement to ninety (90) days from the Closing Date; and

2. the matter of the existing encroachments in respect of the Whitecourt Facility as described in the real property reports referred to in item 68 of Section A of this letter (the "**Encroachments**") shall, without prejudice or restriction to the legal rights and remedies of AES in respect thereof, be dealt with as follows:

   (a) on or before December 31, 2018, AES shall, in good faith, seek to negotiate and obtain appropriate Encroachment agreements from Woodlands County permitting the Encroachments to remain in their present location and undisturbed by Woodlands County while such Encroachments remain in existence; and

   (b) in the event, after AES uses reasonable commercial efforts to obtain the same, that AES is not successful in obtaining such Encroachment agreements from Woodlands

County before December 31, 2018 or Woodlands County causes such Encroachments to be removed, then the rights and remedies of AES to seek damages from our client in respect thereof remains unrestricted, unimpeded and not merged with the closing of the transactions contemplated by the PSA.

C. TRUST CONDITIONS

We understand that you have obtained, or will be obtaining, a purchaser's policy of title insurance with respect to the Lands, which are the subject of the Transfer of Land. Accordingly, the above documents are delivered to you in trust upon the following conditions (the "**Trust Conditions**"), namely:

1. on or before the Closing Date and prior to any use being made of the enclosed documents (except for completion of execution by your client of the enclosed documents where applicable) and in particular the Transfer of Land, you will:

   (a) provide to the writer the sum of $●, representing the balance due on closing on the Closing Date (the "**Cash to Close**"), as shown on the interim statement of adjustments attached hereto as Schedule D (the "**ISOA**"), less the Environmental Holdback (as defined in subsection (b) below) for immediate release pursuant to the Payment Direction with any balance of the Cash to Close to be released to the Vendors, all in accordance with the Trust Conditions and undertakings set out in this letter;

   (b) confirm in writing that you hold in your trust account the sum of $250,000.00 representing the holdback amount (the "**Environmental Holdback**") in respect of environmental liabilities related to the Whitecourt Facility, the Rocky Mountain House Facility and Villeneuve Facility (collectively, the "**Facilities**"), which shall be released as follows:

      (i) you shall pay the Environmental Holdback to our office forthwith provided that on or before June 30, 2018 (as such date may be extended, in writing, by the Vendors and AES) your office has been provided with, and there has been unconditional delivery of, the following to your office, namely:

         (A) written notice from Woodlands County or its counsel (collectively, the "**County**") addressed to both of our clients unconditionally confirming that all of our client's environmental obligations to the County as set forth in the existing leases between our client, as tenant, and Woodlands County, as landlord, have been properly and fully performed to the satisfaction of the County and the surrender and termination of the leases referred to in item 65 and item 66 of Section A of this letter, duly executed by our client, and the consent to surrender of the leases referred to in item 67 of Section A of this letter, duly executed by OI and the Administrative Agent, all enclosed with this letter, have been accepted by the County; and

         (B) delivery to AES of completed environmental reports (collectively, the "**Environmental Reports**") from Matrix Solutions Inc. ("**Matrix**") prepared on behalf of our client and received by our client, addressed to AES in respect of the environmental status and environmental remediation work recommended by Matrix for the Facilities and evidence that such environmental remediation work in respect of the Facilities has been carried out and completed in compliance with all applicable environmental laws and regulations.

(ii) in the event that, on or before June 30, 2018, the documentation set forth in paragraph C.1(b)(i)above is not provided and unconditionally delivered to your office, or in the event that the new leases between your client and Woodlands County replacing the leases surrendered under the surrender and termination of leases referred to in subsection C.1(b)(i)(A) above have not been executed by Woodlands County and delivered to your client by reason of our client not having performed our client's obligations under subsection C.1(b)(i)(A) above, then the Environmental Holdback shall be forthwith released to your client, unless otherwise agreed in writing by our respective clients, without restricting your client's legal rights and remedies in respect thereof, as a partial genuine pre-estimate of its damages and not as a penalty; and

(iii) at all times our client shall diligently seek delivery of the Environmental Reports from Matrix and perform any environmental remediation work recommended by Matrix before June 30, 2018. In the event our client fails to diligently seek delivery of the Environmental Reports from Matrix or fails to perform any such environmental remediation work recommended by Matrix at any time before June 30, 2018, then your client shall have the right, but not the obligation, to seek the release of the Environmental Holdback as a genuine pre-estimate of its damages, and not as a penalty, and complete such environmental remediation work on behalf of our client, without restricting your client's legal rights and remedies in respect of the transaction;

(c) forward to our office two (2) original copies of the following documents duly executed by your client, namely:

(i) the bills of sale set out as items A.1 to A.7;

(ii) the assignment of customer service contracts set out as item A.10;

(iii) the assignment of contracts set out as item A.11;

(iv) the right of first refusal set out as item A.13;

(v) the non-competition agreement set out as item A.14;

(vi) the Canada Revenue Agency election form set out as item A.43;

(vii) the assignment and assumption agreement set out as item A.48;

(viii) the mutual release and discharge of liability set out as item A.49;

(ix) the lease agreement set out as item A.50;

(x) the lease agreement set out as item A.52;

(xi) the sublease agreement set out as item A.54;

(xii) the aircraft short form registration lease set out as item A.56;

(xiii) the aircraft short form registration lease set out as item A.57;

(xiv) the aircraft short form registration lease set out as item A.58;

(xv) the aircraft short form registration lease set out as item A.59;

(xvi) the sublease set out as item A.60;

(xvii) the software agreement set out as item A.61;

(xviii) certified copy of the resolutions of the directors of AES approving the transactions under the PSA and the Transition Services Agreement, executed by Kenneth I. Mizera; and

(xix) the certificate of AES to OGI, OI and OES dated June ___, 2018, executed by AES.

(d) that, effective as of the Closing Date, you shall obtain and provide to us written confirmation of receipt of any title search (whether in electronic or paper form) which evidences that the title to the Lands, which are the subject of the Transfer of Land, is subject to no registrations, other than those agreed to by the parties in writing prior to the Closing Date, and any registrations arising by, through or against the Purchaser (including, but not limited to, the Transfer of Land and any Purchaser's financing, if applicable) and otherwise comply with the terms of your title insurance policy.

2. Forthwith upon complying with and the satisfaction of Trust Condition C.1, you will present the Transfer of Land (the "**LTO Registration Document**") to the LTO for registration on or before the Closing Date. If, for any reason whatsoever, the LTO Registration Document is rejected by the Land Titles Office without having been registered, then you will immediately notify us of the reasons of such rejection and:

(a) if the Transfer of Land is held up or rejected by the LTO due to a defect in the Transfer of Land or any Purchaser's financing documents, if applicable, which is remediable by you using all reasonable efforts, you shall take such steps as may be prescribed by the LTO in order to remedy such defect, and to resubmit the documents for registration; or

(b) if the Transfer of Land is held up or rejected by the Land Titles Office due to a defect in the Transfer of Land which is remediable by our office using all reasonable efforts, we undertake to take such steps as may be prescribed by the LTO in order to remedy such defect, and to return the Transfer of Land to your office for re-submission for registration. In the alternative, our office may authorize your office to correct such defect if appropriate under the circumstances.

3. Upon receipt of notice of registration of the Transfer of Land from the LTO, subject only to

   (a) the Permitted Encumbrances of instrument no. 842 136 831, instrument no. 972 135 294 and instrument no. 132 350 177; and

   (b) the Non-Permitted Encumbrances currently registered against title to the Lands as registration number 132 094 437, registration number 132 113 504, registration number 162 040 199 and registration number 162 040 200 to be discharged pursuant to our undertakings herein,

   you shall advise us forthwith in writing and provide a certified copy of the certificate of title in the name of Airborne Energy Solutions Inc. evidencing registration of the Transfer of Land.

4. Upon the provision to us of the Cash to Close and the unconditional release to us of same by the Purchaser (subject only to our undertakings set forth below) and the satisfaction of Trust Conditions under C.1 and C.2 above, the following shall be unconditionally releasable:

   (a) by the writer to the Administrative Agent, that portion of the Cash to Close held in Trust by the writer as directed pursuant to the Payment Direction;

   (b) the Vendor documents and deliveries to Purchaser; and

   (c) the Purchaser documents and deliveries to Vendor.

5. If the LTO Registration Documents are not submitted for registration on or before June ●, 2018 (or such later time to which we may agree in writing) then you will, on our written demand, forthwith return the LTO Registration Document to the writer without prejudice to any rights or remedies of the vendor in accordance with the **[PSA]**, at law or in equity.

6. Subject to the completion of the Trust Conditions C.1, C.2 and C.4 (inclusive) the writer hereby undertakes to forthwith:

   (a) submit for registration in the PPR, financing change statements in respect of the partial discharges of the interest of Nabors under the security set out in section B.2 to and including B.7 **[NTD will we be doing this?]**;

   (b) submit for registration in the International Registry, the partial discharges of the interest of Nabors in the aircraft set out in section B.8 and section B.9 **[NTD: This may change depending on whether Nabors will effect the discharges directly]**;

   (c) submit for registration in the LTO, the partial discharge of mortgage in favour of Nabors set out in section B.10;

   (d) deliver to you the No Interest Letter attached as Schedule A to this letter, duly executed by the Administrative Agent;

(e) request from the Administrative Agent a receipt evidencing the payment to the Administrative Agent of that portion of the Cash to Close described in section 4(a), executed by the Administrative Agent; and

(f) use diligent and best efforts to enforce the undertaking of Stikeman Elliott LLP attached as Schedule B to this letter,

and thereafter provide you with particulars of the registration of such discharges.

In the event that you are unable or unwilling to comply with the foregoing Trust Conditions, please contact this firm forthwith for any required variation in the above conditions. The enclosed documents are to be returned to this office unused if the Trust Conditions cannot be mutually agreed upon.

Yours truly,

Gowling WLG (Canada) LLP

Irene M. Stewart

IMS:sw
Encls.

SCHEDULE A
NO INTEREST LETTER

NO INTEREST LETTER

TO: **OpsMobil Inc. (the "Borrower")**

AND TO: **OpsMobil Group Inc. and OpsMobil Energy Services Inc. (collectively, the "Guarantors" and together with the Borrower, the "Loan Parties")**

AND TO: **Airborne Energy Solutions Inc. (the "Purchaser")**

DATE: **January ●, 2018**

WHEREAS the Borrower is indebted to Third Eye Capital Credit Opportunities Fund - Insight Fund, Third Eye Capital Alternative Capital Trust and Sprott PC Trust and the other lenders from time to time party to the Credit Agreement (defined below) (collectively, the "**Lenders**") pursuant to a credit agreement dated as of December 23, 2015 among the Borrower, Third Eye Capital Corporation, as administration agent (the "**Agent**"), and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

AND WHEREAS the Guarantors guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower to the Secured Creditors (as defined in the Credit Agreement);

AND WHEREAS as security for, *inter alia*, its obligations under or in connection with the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement), each of the Loan Parties has granted security against all of its property and assets (the "**Assets**") in favour of the Agent for and on behalf of the Agent and the Lenders (collectively, the "**Security**");

AND WHEREAS the Agent has made certain registrations in respect of the Security;

AND WHEREAS the Loan Parties wish to sell to the Purchaser certain assets described in a purchase and sale agreement dated December 14, 2017 between the Loan Parties and the Purchaser, effective as of November 1, 2017 (the "**Effective Date**"), which includes, without limitation, those assets described on Schedule "A" (the "**Purchased Assets**");

AND WHEREAS the Loan Parties wish to have the Agent release the Purchased Assets from the Security;

AND WHEREAS, notwithstanding the closing date of the transaction, the Purchaser started operating the Purchased Assets on the Effective Date and, in order to facilitate the transaction, wishes to also have the Agent release the following from the Security:

(a) account 00182687579 maintained with Alberta Treasury Branches, doing business as ATB Financial, at 239 - 8th Avenue S.W., Calgary, Alberta, T2P 1B9 (the "**ATB Account**");

(b) any receivables which arise, accrue and are payable in respect of and which form part of the Purchased Assets from and after the Effective Date (the "**Receivables**"); and

(c) all leases or subleases of the aircraft and helicopters pursuant to the transition services agreement made as of the 14th day of December, 2017 between the Purchaser and the Loan Parties (collectively, the "**Leased Aircraft**" and together with the Purchased Assets, the ATB Account and the Receivables, the "**Released Assets**").

IN CONSIDERATION of good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Agent, for and on behalf of the Lenders, hereby:

(a) irrevocably and unconditionally releases and discharges the Released Assets from the Security and, if applicable, re-conveys the Released Assets to the Loan Parties, or any one of them, if the same were conveyed to the undersigned pursuant to the Security;

(b) represents that the Security has not been assigned;

(c) covenants and agrees that the Security perfected by the registrations made at the personal property registries described in Schedule "B" (the "**ALL PAAPP Registrations**") do not relate to the Released Assets and that neither the ALL PAAPP Registrations nor any and all other filings, security notices, financing statements, financing change statements and registrations that have been made in respect of the Security in all jurisdictions where such registrations have been made will be used or relied upon by the Agent and the Lenders to perfect any mortgage, charge, pledge or security interest in the Released Assets;

(d) covenants and agrees that it will promptly:

(i) amend or discharge the *Personal Property Security Act* (Alberta) registrations enumerated on Schedule "C" hereto as described on Schedule "C", and hereby irrevocably authorizes and directs Stikeman Elliott LLP (or its agents) to register financing change statements in order effect such amendments or discharges;

(ii) discharge the registrations made at the International Registry enumerated on Schedule "D";

(iii) file a revocation for the irrevocable de-registration and export request authorizations enumerated on Schedule "E";

(iv) discharge or partially discharge the registrations made at the Alberta Land Titles Offices enumerated on Schedule "F";

(v) at the Loan Parties or Purchaser's written request from time to time, but at the Borrower's cost and expense, execute and deliver to the Loan Parties or the Purchaser, as applicable, any and all documents which are reasonably necessary to record or effect the release of the Released Assets and to give effect to the provisions of this No Interest Letter; provided, however, that the Agent shall not be required to amend or otherwise modify the general collateral description of any of its ALL PAAPP Registrations; and

(vi) provide evidence to the Loan Parties and the Purchaser of the completion of the foregoing discharges upon receipt of evidence of the discharges from the applicable registry;

(e) agrees that this No Interest Letter shall be governed by, construed and enforced in accordance with the laws in force in the Province of Alberta; and

(f) agrees that this No Interest Letter (i) shall enure to the benefit of the Loan Parties and the Purchaser and their respective successors and assigns, (ii) be binding upon the Agent and the Lenders and their respective successors and assigns and (iii) may be executed and delivered electronically, and when so executed and delivered shall be deemed to be an original.

Dated as of the date first written above.

THIRD EYE CAPITAL CORPORATION, as Agent

By: ________________________________

Name: Arif N. Bhalwani

Title: Managing Director

ACKNOWLEDGMENT TO THE NO INTEREST LETTER

Each of the undersigned:

(1) covenants and agrees that so long as any amount owing under the Credit Agreement remains unpaid or any Loan Party has any obligation under the Credit Agreement the only amounts deposited in the ATB Account shall be the Receivables and, at such time or times as the Agent may request, each of the undersigned will promptly report to the Agent the amounts deposited in the ATB Account and will furnish to the Agent a summary setting forth reasonable detail of the deposits made in the ATB Account, such summary to be in a form and substance reasonably satisfactory to the Agent; and

(2) acknowledges and agrees that:

(a) the No Interest Letter to which this Acknowledgement is attached shall not release, discharge or otherwise affect the Security or any other security granted or given in favour of the Agent and the Lender pursuant to or in connection with the Credit Agreement as it relates to the Assets other than the Released Assets;

(b) this Acknowledgement constitutes a "Credit Document" for purposes of the Credit Agreement; and

(c) capitalized terms used in this Acknowledgment but not defined have the meanings given to them in the No Interest Letter to which this Acknowledgement is attached.

Date as of January ______, 2018.

OPSMOBIL INC.,
as Borrower

By: ______________________________
Authorized Signing Officer

OPSMOBIL GROUP INC.,
as a Guarantor

By: ______________________________
Authorized Signing Officer

OPSMOBIL ENERGY SERVICES INC.,
as a Guarantor

By: ______________________________
Authorized Signing Officer

SCHEDULE "A"
PURCHASED ASSETS

AIRCRAFT

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Cessna	172R	C-GDHR	17281007	L-34506-51E
Cessna	172R	C-FIGL 17281270	L-30439-51A	
Cessna	172S	C-GAEN	172S8355	L-29536-51A (Rilpa's Property)
Cessna	172S	C-GFXS172S8358	L-29470-51A	
Cessna	U206F	C-GFYK	U206-03350	832536-R
Piper	Piper PA-31	C-FZHG	31-753	L-7260-61A/ L-7379-61A

HELICOPTER

Manufacturer	Model	Registration	Airframe Serial No.	Engine Serial No.
Bell	206B	C-FZGP	940	CAE-822919

LEASED HELICOPTERS

Manufacturer	Model	Registration
Eurocopter	AS350BA+	C-FHAK
Eurocopter	AS350B2 FX2	C-FHAP
Eurocopter	AS350BA FX2	C-FHAU
Eurocopter	AS350BA FX2	C-FXED
Eurocopter	AS350BA FX2	C-FXEJ
Eurocopter	AS350D	C-GVYI
Bell	206B	C-GTYU
Bell	206B	C-GHPO
Bell	206B	C-GZCH

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

Leased:

(a) Lease Agreement between Woodlands County, as landlord, and Airborne Energy Solutions Ltd., as tenant, dated April 5, 2006, as amended, by Lease Amending Agreement between Woodlands County, as landlord, and Airborne Energy Solutions Ltd. dated August 7, 2013 in respect of lands legally described as:

Plan 0022432
Block 1
Lot 2
Excepting thereout all Mines and Minerals

-and-

Plan 0022432
Block 1
Lot 3
Excepting thereout all Mines and Minerals

(b) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 2011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013, in respect of lands legally described as:

Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals

(c) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals

(d) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party, dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals

(e) Lease Agreement between Woodlands County, as Landlord, and Nabours Drilling Limited, as Tenant, dated June 22, 20112011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabours Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as

Assignee, and Woodlands County, as Third Party, dated April 1, 2013 in respect of lands legally described as:

Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals

-and-

58 Square meters of land immediately adjacent to the said Lot 2

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

(a) Lease Agreement between Rocky Mountain House Airport Commission, as Landlord, and Airborne Energy Solutions Ltd., as Tenant, dated September 6, 2013 in respect of:

Lot C-4 Hangar Space

of the lands legally described as:

FIRST

Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all Mines and Minerals
And the right to work same

SECOND

Meridian 5 Range 7 Township 40
Section 11
Quarter South West
Containing 64.750 Hectares (160 Acres) More or Less
Excepting thereout:
Plan 7822976-Road, Containing 0.473 Hectares
(1.17 Acres) More or Less
Excepting thereout all Mines and Minerals
And the right to work same

THIRD

Meridian 5 Range 7 Township 40
Section 11
Quarter South East
Excepting thereout all Mines and Minerals
And the right to work same

VILLENEUVE FACILITY

Leased:

(a) Lease Agreement between Villeneuve Aero Services Inc., as Landlord, and OpsMobil Inc., as Tenant dated June 11, 2014 in respect of Lot 22 and Lot 23, being a portion of the lands legally described as:

Plan 7621581
Block 1
Containing 578.42 Hectares (1429.3 Acres) More or Less
Excepting thereout:

		Hectares	(Acres) More or Less
A) Plan 7622290-	Road	4.85	11.98
B) Plan 0221274-	Subdivision	8.44	20.85
C) Plan 0421023-	Subdivision	0.904	2.23
D) Plan 1026928-	Subdivision	0.632	1.56

Excepting thereout all Mines and Minerals

LEASED VEHICLES (NOT EXCLUSIVE)

Leassor Manufacturer	Model	Serial Number / Plate No.
PattisonFord	2014 F-150 Truck	1FTFW1ET6EFC77791 (BNY 6863)
PattisonDodge	2015 Caravan Van	2C4RDGBG4FR679395 (BPZ 9815)
PattisonDodge	2013 Ram 5500 Picker Truck	3C7WRNFL5DG555366 (BPS 9571)
PattisonDodge	2013 Ram 3500 Flatdeck Truck	3C63R3GT3DG582382 (BPL 6648)
PattisonFord	2014 F-350 Flatdeck Truck	1FT8W3B6XEEB21116 (BTY 8924)
PattisonDodge	2015 Caravan Van	2C4RDGBG8FR530486 (BPY 8924)
PattisonDodge	2015 Caravan Van	2C4RDGBG6FR518966 (BPN 5205)

OWNED VEHICLES (NOT EXCLUSIVE)

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C11194

Ingersoll Rand XRT 1550 side by side
Serial#: TT0747-843458

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 RTS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

SOFTWARE

Web Anomaly Reporting System (WARS)
Dispatch Scheduling System (MOSS)
Aeronet

INTELLECTUAL PROPERTY

Website and passwords related to Business
Airborne's Logo and Name

SCHEDULE "B"
ALL PAAPP REGISTRATIONS

I. Alberta Personal Property Registry

	Registration No.	Debtors	Collateral/Description	Expiry Date
1.	11042827285, as amended by 14121133817 15022623495 15022727608 15030232656 15041624934 15061229822 15072710353 15100528998 15101508157 15110436215 15112530613 15122930118 16040828939 16042218995 16061316049 17011125687 17040540022, and 17051525174	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	All Present And After Acquired Property All Present And After Acquired Personal Property.	April 28, 2026
2.	11060627795, as amended by 12042318599 12042418377 14121136092 15022623455 15022727654 15030232763 15041624928 15061229819 15072710324 15100528899 15101508185 15110436307 15112530655 15122930608 16040828945 16042219056 16061316087 17011125701 17040540078, and 17051525236	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	All Present And After Acquired Property All Present And After Acquired Personal Property.	June 6, 2026
3.	13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD.	All Present And After Acquired Personal Property.	April 29, 2028

	Registration No.	Debtors	Collateral/Description	Expiry Date
	15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053, and 17051525291	810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		
4.	13042923928, as amended by 14121134212 15022623419 15022727824 15030232896 15041624984 15061229750 15072710166 15100529083 15101508251 15110436523 15112532249 15122931490 16040830114 16042219182 16061316214 17011125651 17040540117, and 17051525322	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	All Present And After Acquired Personal Property.	April 29, 2028
5.	15122214226, as amended by 15122222491 and 16072829152	OPSMOBIL INC.	All present and after-acquired personal property of the debtor, including but not limited to: (a) the serial number goods described herein, including the airframe and engines in respect thereof, wherever located, and all components, furnishings, equipment or other parts of any kind which may from time to time be incorporated or installed in or attached to such airframes or such engines (collectively, the "Aircraft"); (b) all manuals, documents, data, log books and other records in respect of the Aircraft or any part thereof; (c) all rights to money or other value payable under insurance policies in respect of the Aircraft; and (d) all warranties, representations, service contracts, product support or other agreements of any nature in respect of or that shall apply to the Aircraft or any part thereof from any manufacturer, vendor, contractor or supplier thereof, together with all proceeds derived directly or indirectly from any of the foregoing in any form including goods, documents of title, chattel paper, security, instruments, money, intangibles or any other personal property received when such collateral or proceeds are	December 22, 2020

	Registration No.	Debtors	Collateral/Description	Expiry Date
			sold, collected, dealt with or otherwise disposed of.	
6.	15122214604	OPSMOBIL INC.	Land Charge	Infinity
7.	16040828705	OPSMOBIL ENERGY SERVICES INC.	All present and after-acquired personal property of the debtor.	April 8, 2021
8.	16040828733	OPSMOBIL ENERGY SERVICES INC.	Land Charge	Infinity
9.	15122213909, as amended by 16040828827	GEMINI HELICOPTERS INC. OPSMOBIL GROUP INC.	All present and after-acquired personal property of the debtor.	December 22, 2020
10.	15122213958, as amended by 15122222586 16061025885	810807 ALBERTA LTD. OPSMOBIL GROUP INC.	All present and after-acquired personal property of the debtor, including but not limited to: (a) the serial number goods described herein, including the airframe and engines in respect thereof, wherever located, and all components, furnishings, equipment or other parts of any kind which may from time to time be incorporated or installed in or attached to such airframes or such engines (collectively, the "Aircraft"); (b) all manuals, documents, data, log books and other records in respect of the Aircraft or any part thereof; (c) all rights to money or other value payable under insurance policies in respect of the Aircraft; and (d) all warranties, representations, service contracts, product support or other agreements of any nature in respect of or that shall apply to the Aircraft or any part thereof from any manufacturer, vendor, contractor or supplier thereof, together with all proceeds derived directly or indirectly from any of the foregoing in any form including goods, documents of title, chattel paper, security, instruments, money, intangibles or any other personal property received when such collateral or proceeds are sold, collected, dealt with or otherwise disposed of.	December 22, 2020
11.	15122214354, as amended by 16061026081	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	Land Charge	Infinity
12.	15122214442, as amended by 16040828837	GEMINI HELICOPTERS INC. OPSMOBIL GROUP INC.	Land Charge	Infinity
13.	15122214462, as amended by 16061025915	810807 ALBERTA LTD. OPSMOBIL GROUP INC.	Land Charge	Infinity
14.	15122213884, as amended by 15122222577 16061026079	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	All present and after-acquired personal property of the debtor, including but not limited to: (a) the serial number goods described herein, including the airframe and engines in respect thereof, wherever located, and all components, furnishings, equipment	December 22, 2020

	Registration No.	Debtors	Collateral/Description	Expiry Date
			or other parts of any kind which may from time to time be incorporated or installed in or attached to such airframes or such engines (collectively, the "Aircraft"); (b) all manuals, documents, data, log books and other records in respect of the Aircraft or any part thereof; (c) all rights to money or other value payable under insurance policies in respect of the Aircraft; and (d) all warranties, representations, service contracts, product support or other agreements of any nature in respect of or that shall apply to the Aircraft or any part thereof from any manufacturer, vendor, contractor or supplier thereof, together with all proceeds derived directly or indirectly from any of the foregoing in any form including goods, documents of title, chattel paper, security, instruments, money, intangibles or any other personal property received when such collateral or proceeds are sold, collected, dealt with or otherwise disposed of.	

II. British Columbia Personal Property Registry

	Base Registration No.	Debtors	Collateral/Description	Expiry Date
1.	023277J	OPSMOBIL INC	All of the Debtor's Present and After-Acquired Personal Property	December 22, 2020

III. Saskatchewan Personal Property Registry

	Registration No.	Debtors	Collateral/Description	Expiry Date
1.	301430132	OPSMOBIL INC	All of the Debtor's Present and After-Acquired Personal Property	December 22, 2020

IV. Northwest Territories Personal Property Registry

	Registration No.	Debtors	Collateral/Description	Expiry Date
1.	1266515	OPSMOBIL INC.	All present and after-acquired personal property of the debtor.	December 22, 2020

SCHEDULE "C"
SERIAL NUMBER REGISTRATIONS

I. Amendments

	Registration Number	Debtors	Authorized Amendments
1.	11042827285, as amended by 14121133817, 15022623495, 15022727608, 15030232656, 15041624934, 15061229822, 15072710353, 15100528998, 15101508157, 15110436215, 15112530613, 15122930118, 16040828939 16042218995 16061316049 17011125687 17040540022 and 17051525174	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007 ; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vii) Block 57 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (viii) Block 58 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (ix) Block 59 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (x) Block 60 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (xi) Block 63 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada) (xii) Block 64 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada) (xiii) Block 65 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (xiv) Block 66 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (xv) Block 143 (Serial Number: CFHAK; Year: 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)

	Registration Number	Debtors	Authorized Amendments
			(xvi) Block 144 (Serial Number: 1545; Year: 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xvii) Block 145 (Serial Number: CFHAP; Year: 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada) (xviii) Block 146 (Serial Number: 3292; Year: 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada) (xix) Block 147 (Serial Number: CFHAU; Year: 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xx) Block 148 (Serial Number: 2778; Year: 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xxi) Block 149 (Serial Number: CFXED; Year: 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xxii) Block 150 (Serial Number: 3087; Year: 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xxiii) Block 151 (Serial Number: CFXEJ; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xxiv) Block 152 (Serial Number: 1031; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
2.	11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654, 15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 and 17051525236	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 9 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (ii) Block 10 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 21 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 22 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 63 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada (vi) Block 64 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada

Registration Number	Debtors	Authorized Amendments
	OPSMOBIL GROUP INC.	(vii) Block 65 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (viii) Block 66 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (ix) Block 67 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (x) Block 68 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (xi) Block 71 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada (xii) Block 72 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada (xiii) Block 73 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada (xiv) Block 74 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada (xv) Block 151 (Serial Number: CFHAK; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xvi) Block 152 (Serial Number: 1545; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xvii) Block 153 (Serial Number: CFHAP; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2 ; Category: AC - Aircraft Canada) (xviii) Block 154 (Serial Number: 3292; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2 ; Category: AC - Aircraft Canada) (xix) Block 155 (Serial Number: CFHAU; Year 1993; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada) (xx) Block 156 (Serial Number: 2778; Year 1993; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada) (xxi) Block 157 (Serial Number: CFXED; Year 1998; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada) (xxii) Block 158 (Serial Number: 3087; Year 1998; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada)

Registration Number	Debtors	Authorized Amendments
		(xxiii) Block 159 (Serial Number: CFXEJ; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (xxiv) Block 160 (Serial Number: 1031; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
3. 13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 and 17051525291	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CGZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vii) Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (viii) Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (ix) Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (x) Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (xi) Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada) (xii) Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada)

Registration Number		Debtors	Authorized Amendments	
			(xiii)	Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv)	Block 66 (Serial Number: 31753; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xv)	Block 144 (Serial Number: CFHAK; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xvi)	Block 145 (Serial Number: 1545; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xvii)	Block 146 (Serial Number: CFHAP; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada)
			(xviii)	Block 147 (Serial Number: 3292; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada)
			(xix)	Block 148 (Serial Number: CFHAU; Year 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xx)	Block 149 (Serial Number: 2778; Year 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxi)	Block 150 (Serial Number: CFXED; Year 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxii)	Block 151 (Serial Number: 3087; Year 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxiii)	Block 152 (Serial Number: CFXEJ; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxiv)	Block 153 (Serial Number: 1031; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
4.	13042923928, as amended by 14121134212, 15022623419, 15022727824, 15030232896, 15041624984, 15061229750, 15072710166, 15100529083,	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i)	 Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada)

Registration Number	Debtors		Authorized Amendments
15101508251, 15110436523, 15112532249, 15122931490, 16040830114 16042219182 16061316214 17011125651 17040540117 and 17051525322	LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	(ii)	Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada)
		(iii)	Block 13 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
		(iv)	Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
		(v)	Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
		(vi)	Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
		(vii)	Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
		(viii)	Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
		(ix)	Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
		(x)	Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
		(xi)	Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
		(xii)	Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
		(xiii)	Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
		(xiv)	Block 66 (Serial Number: 31753; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
		(xv)	Block 143 (Serial Number: CFHAK; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)

	Registration Number	Debtors	Authorized Amendments
			(xvi) Block 144 (Serial Number: 1545; Year 1981; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xvii) Block 145 (Serial Number: CFHAP; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada)
			(xviii) Block 146 (Serial Number: 3292; Year 2000; Make and Model: AEROSPATIALE AS 350 B-2; Category: AC - Aircraft Canada)
			(xix) Block 147 (Serial Number: CFHAU; Year 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xx) Block 148 (Serial Number: 2778; Year 1993; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxi) Block 149 (Serial Number: CFXED; Year 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxii) Block 150 (Serial Number: 3087; Year 1998; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxiii) Block 151 (Serial Number: CFXEJ; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xxiv) Block 152 (Serial Number: 1031; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
5.	15122213884, as amended by 15122222577 and 16061026079	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 15 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 17 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 18 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 21 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 22 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada)

Registration Number	Debtors	Authorized Amendments
		(vi) Block 23 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 24 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada)
6. 15122214226, as amended by 15122222491 and 16072829152	OPSMOBIL INC.	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 18 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 20 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 21 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 24 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 25 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 26 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 27 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada)

II. Full Discharges

Registration Number	Debtors
1. 13040436970, as amended by 14121140966 15112531807 16040829877	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.

		OPSMOBIL GROUP INC.
2.	13040438008, as amended by 14121219959 15112532117 and 16040830073	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.
3.	13040436897, as amended by 14121140957 15112531774 and 16040829844	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.
4.	13040437518, as amended by 14121141031 15112531968 16040830016	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.
5.	13040437656, as amended by 14121141053	LYNN'S HELICOPTER LEASING LTD.

	15112532004 16040830046	AIRBORNE ENERGY SOLUTIONS LTD.
		AIR DALLAIRE LTD.
		OPSMOBIL INC.
		810807 ALBERTA LTD.
		GEMINI HELICOPTERS INC.
		OPSMOBIL CONSTRUCTION INC.
		OPSMOBIL ENERGY SERVICES INC.
		OPSMOBIL GROUP INC.
6.	13040437141, as amended by 14121140993 15112531870 16040829932	LYNN'S HELICOPTER LEASING LTD.
		AIRBORNE ENERGY SOLUTIONS LTD.
		AIR DALLAIRE LTD.
		OPSMOBIL INC.
		810807 ALBERTA LTD.
		GEMINI HELICOPTERS INC.
		OPSMOBIL CONSTRUCTION INC.
		OPSMOBIL ENERGY SERVICES INC.
		OPSMOBIL GROUP INC.
7.	13040429493, as amended by 14121140392 15112531049 16040829203	LYNN'S HELICOPTER LEASING LTD.
		AIRBORNE ENERGY SOLUTIONS LTD.
		AIR DALLAIRE LTD.
		OPSMOBIL INC.
		810807 ALBERTA LTD.
		GEMINI HELICOPTERS INC.
		OPSMOBIL CONSTRUCTION INC.
		OPSMOBIL ENERGY SERVICES INC.
		OPSMOBIL GROUP INC.

SCHEDULE "D"
INTERNATIONAL REGISTRY REGISTRATIONS

1. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:44 GMT, under file number 1270339 as to a 100.000000% interest in Manufacturer/Model: PIPER AIRCRAFT, INC. PA-31; Serial Number: 31-753, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

2. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:11 GMT, under file number 1270348 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7260-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

3. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:14 GMT, under file number 1270349 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7379-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

4. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:01 GMT, under file number 1270325 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

5. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:56 GMT, under file number 1270343 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-822919, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

SCHEDULE "E"
IDERA REGISTRATIONS

1. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GDHR, CESSNA 172 (Model 172R), serial number 17281007, as agreed to and lodged by Transport Canada on March 2, 2016

2. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FIGL, CESSNA 172 (Model 172R), serial number 17281270, as agreed to and lodged by Transport Canada on March 2, 2016

3. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEN, CESSNA 172 (Model 172S), serial number 172S8355, as agreed to and lodged by Transport Canada on March 2, 2016

4. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFXS, CESSNA 172 (Model 172S), serial number 172S8358, as agreed to and lodged by Transport Canada on March 2, 2016

5. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFYK, CESSNA U206 (Model U206F), serial number U206 03350, as agreed to and lodged by Transport Canada on March 2, 2016

6. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZHG, PIPER PA 31 (Model PA 31), serial number 31 753, as agreed to and lodged by Transport Canada on March 2, 2016

7. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZGP, BELL206B (Model 206B), serial number 940, as agreed to and lodged by Transport Canada on March 2, 2016

SCHEDULE "F"
ALBERTA LAND TITLE REGISTRATIONS

1. Partial Discharge of Caveat re: Agreement Charging Land registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 506, releasing the following lands:

   (a) Plan 0022432
   Block 2
   Lot 3
   Excepting thereout all mines and minerals

   (b) Plan 0022432
   Block 2
   Lot 4
   Excepting thereout all mines and minerals

   (c) Plan 0022432
   Block 3
   Lot 2
   Excepting thereout all mines and minerals
   Area: 0.565 Hectares (1.4 Acres) More or Less

   (d) Plan 0022432
   Block 2
   Lot 2
   Excepting thereout all mines and minerals

   (e) FIRST
   Meridian 5 Range 7 Township 40
   Section 11
   Quarter North West
   Excepting thereout all mines and minerals and the right to work the same
   Area: 64.7 Hectares (160 Acres) More or Less

   SECOND
   Meridian 5 Range 7
   Township 40
   Section 11
   Quarter South West
   Containing 64.750 Hectares (160 Acres) More or Less
   Excepting thereout:
   Plan 7822976-Road, Containing 0.473 Hectares (1.17 Acres) More or Less
   Excepting thereout all mines and minerals and the right to work the same

   THIRD
   Meridian 5 Range 7
   Township 40
   Section 11
   Quarter South East
   Excepting thereout all mines and minerals and the right to work the same
   Area: 64.7 Hectares (160 Acres) More or Less

2. Discharge of Caveat re: Agreement Charging Land registered March 23, 2016 in favour of Third Eye Capital Corporation as registration number 162 083 443, releasing the following lands:

   (a) Plan 0022432
   Block 2
   Lot 3
   Excepting thereout all mines and minerals

   (b) Plan 0022432
   Block 2
   Lot 4
   Excepting thereout all mines and minerals

   (c) Plan 0022432
   Block 3
   Lot 2
   Excepting thereout all mines and minerals
   Area: 0.565 Hectares (1.4 Acres) More or Less

   (d) Plan 0022432
   Block 2
   Lot 2
   Excepting thereout all mines and minerals

3. Partial Discharge of Mortgage registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 504 with respect to the following land:

   Plan 0022432
   Block 1
   Lot 5
   Excepting thereout all Mines and Minerals

4. Partial Discharge of Mortgage registered February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 199 with respect to the following land:

   Plan 0022432
   Block 1
   Lot 5
   Excepting thereout all Mines and Minerals

5. Partial Discharge of Caveat re: Assignment of Rents and Leased registered on February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 200 with respect to the following land:

   Plan 0022432
   Block 1
   Lot 5
   Excepting thereout all Mines and Minerals

Note:

Postponement of Mort 132094437 to Mort 132113504 registered on May 8, 2013 as registration number 132 130 568 and Postponement of Mort 132094437 to Mort 162040199 and Caveat 162040200 registered on February 24, 2016 as registration number 162 058 307 will automatically be discharged in connection with the above.

SCHEDULE B
UNDERTAKING OF STIKEMAN ELLIOTT LLP

UNDERTAKING

TO: **Gowling WLG (Canada) LLP ("Gowlings")**

RE: **Repayment Notice dated ●, 2018 (the "Repayment Notice") from, *inter alios*, OpsMobil Inc. to Third Eye Capital Corporation (the "Agent")**

AND RE: **No Interest Letter dated ●, 2018 from the Agent to OpsMobil Inc., OpsMobil Group Inc., OpsMobil Energy Services Inc. and Airborne Energy Solutions Inc.**

DATE: **●, 2018**

Upon written confirmation from the Agent that it has received the Pay-Off Amount described in the Repayment Notice, the undersigned undertakes to:

(a) submit for registration at the Alberta Personal Property Registry the financing change statements copies of which are attached hereto as Schedule "A" (the "**PPSA Discharges**");

(b) submit for registration at the Alberta Land Titles Offices the discharges or partial discharges copies of which are attached hereto as Schedule "B" (the "**LTO Discharges**");

(c) submit for registration at the Canadian Civil Aviation Register, Transport Canada Aviation the revocations for the irrevocable de-registration and export request authorizations copies of which are attached hereto as Schedule "C" (the "**TC Discharges**"); and

(d) upon receipt of confirmation by the Alberta Personal Property Registry, the Alberta Land Titles Office and the Canadian Civil Aviation Register, Transport Canada Aviation of the PPSA Discharges, the LTO Discharges and the TC Discharges being registered, provide verification statements, copies of title or acknowledged revocations evidencing such registrations to Gowlings.

[Signature page follows]

SIGNED on ●, 2018

STIKEMAN ELLIOTT LLP

Per: ____

Name: ●

SCHEDULE A

PPSA REGISTRATIONS

See attached.

SCHEDULE "B"

LTO REGISTRATIONS

See attached.

<u>SCHEDULE "C"</u>

<u>IDERA REVOCATIONS</u>

See attached.

SCHEDULE C
STATUTORY DECLARATION

SCHEDULE D
ISOA

MICHAEL W. MUDIE
PROFESSIONAL CORPORATION
BARRISTER AND SOLICITOR

CALGARY OFFICE:

520 CRESCENT ROAD N.W.
CALGARY, AB, T2M 4A5
FAX: (403) 282-0719
TEL.: (403) 221-8600

June 6, 2018 PLEASE REPLY TO:
CALGARY OFFICE

This is Exhibit "Q" referred to in the Affidavit of Kenneth S. Mizera
Sworn before me this 9th day of June A.D. 2018
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

EMAILED: ryan.tobber@opsmobil.com

OpsMobil Group Inc.
OpsMobil Inc.
OpsMobil Energy Services Inc.
Suite 1200, 815-8th Ave. S.W.
Calgary, AB T2P 3P2

Attention: Ryan Tobber

Dear Madame/Sirs:

Re: Agreement of Purchase and Sale of Assets between OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (collectively, "OpsMobil") as vendor, and Airborne Energy Solutions Inc. ("AES"), as purchaser, dated December 14, 2017 (the "PSA") and Transition Services Agreement between OpsMobil and AES dated December 14, 2017 (the "TSA")
Our File No. 2-3045/Your File No. V41817

Further to our recent conference call discussions of yesterday and today, we confirm your acknowledgments and advices to our client as follows:

1. the PSA and TSA are, and continue to be, valid and enforceable agreements;

2. TEC was aware of the terms and conditions of the PSA and TSA and consented to OpsMobil entering such agreements with AES;

3. OpsMobil is in default of the PSA. Specifically, OpsMobil is not able to close the purchase and sale transaction set forth in the PSA because Third Eye Capital Corporation, as Administrative Agent ("TEC"), has now refused to deliver the No Interest Letter and discharge its encumbrances against the assets notwithstanding TEC earlier agreeing and committing to do so;

4. TEC has recently asked OpsMobil to now "unwind" the transaction with AES;

5. OpsMobil feels it is in its best interests to complete its transaction with AES and

wishes to do so;

6. TEC has recently served upon OpsMobil a Form 115-Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada);

7. monies deposited in the ATB segregated account no. 760-00182687579 are trust monies held in trust by OpsMobil, as trustee, for AES, as beneficiary;

8. monies received by OpsMobil from receivables related to the Business (as referred to in the PSA) accuring on and after the effective date of November 1, 2017 are trust monies held in trust by OpsMobil, as trustee, for AES, as beneficiary;

9. OpsMobil is in breach of the TSA including, without limitation, failing to properly establish such trust account and withdrawing/using such trust monies without the knowledge or approval of AES; and

10. TEC has directed OpsMobil not to release to AES any further trust monies referred to in paragraphs 7 and 8 above.

We ask that OpsMobil confirm its acknowledgements and advices to our client by signing and returning to our office a copy of this letter where noted below.

We advise that our client continues to be ready, willing and able to close the transaction as set forth in the PSA. To this end, I advise that I have in my trust account the agreed cash to close of $1,631,415.00, as set forth in the agreed ISOA. We continue to await your suggestion on a mutually agreeable closing date wherein OpsMobil will be able to perform its obligations pursuant to the PSA and TSA.

We understand that your discussions with TEC are ongoing and we await your advice as to the outcome of such discussions.

Yours very truly,

Michael W. Mudie

Confirmation of the above acknowledgements and advices this 6th day of June, 2018.

OpsMobil Group Inc.

Per:______________________
Ryan Tobber

OpsMobil Inc.

Per:______________________
Ryan Tobber

OpsMobil Energy Services Inc.

Per:______________________
Ryan Tobber

cc. Gowling WLG
Irene Stewart

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

THIS IS EXHIBIT " R "
referred to in the Affidavit of
Kenneth P. Mizera
Sworn before me this 9th
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
MICHAEL W. MUDIE
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
BARRISTER & SOLICITOR

Registration Number: 17051020622 Registration Type: WRIT OF ENFORCEMENT
Registration Date: 2017-May-10 Registration Status: Current
Expiry Date: 2019-May-10 23:59:59

Issued in Edmonton Judicial Centre
Court File Number is 1703 08972
Judgment Date is 2017-May-05
This Writ was issued on 2017-May-10
Type of Judgment is Other

Original Judgment Amount: $30,342.63 Costs Are: $0.00
Post Judgment Interest: $0.00 Current Amount Owing: $30,342.63

Inexact Match on: Debtor No: 1

Solicitor / Agent

SCOTT W. CAINE, BARRISTER & SOLICITOR
PO BOX 76009 SOUTHGATE
EDMONTON, AB T6H 5T7

Phone #: 780 438 4111 Fax #: 780 438 4292 Reference #: 2097-805/SWC

Debtor(s)

Block		Status
1	OPSMOBIL INC. 1200, 815 - 8 AVENUE SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block		Status
1		Current

JWN ENERGY LIMITED PARTNERSHIP
C/O PO BOX 76009 SOUTHGATE
EDMONTON, AB T6H 5Y7

Personal Property Registry
Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 17090127372 Registration Type: WRIT OF ENFORCEMENT
Registration Date: 2017-Sep-01 Registration Status: Current
Expiry Date: 2019-Sep-01 23:59:59

Issued in Edmonton Judicial Centre
Court File Number is 1703 13889
Judgment Date is 2017-Jun-20
This Writ was issued on 2017-Sep-01
Type of Judgment is Other

Original Judgment Amount: $22,400.00 Costs Are: $400.00
Post Judgment Interest: $0.00 Current Amount Owing: $22,800.00

Inexact Match on: Debtor No: 1

Solicitor / Agent

RYAN HENRIQUES
1300, 10020 101A AVENUE
EDMONTON, AB T5J 3G

Phone #: 780 439 7171 Fax #: 780 439 0475

Debtor(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8 AVENUE SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block	Status
1	Current

CANADIAN NATIONAL RAILWAY COMPANY
1300, 10020 101A AVENUE
EDMONTON, AB T5J 3G

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 17112713886 Registration Type: WRIT OF ENFORCEMENT
Registration Date: 2017-Nov-27 Registration Status: Current
Expiry Date: 2019-Nov-27 23:59:59

Issued in Wetaskiwin Judicial Centre
Court File Number is 1712 000272
Judgment Date is 2017-Nov-07
This Writ was issued on 2017-Nov-17
Type of Judgment is Other

Original Judgment Amount: $111,416.36 Costs Are: $2,400.00
Post Judgment Interest: $0.00 Current Amount Owing: $113,816.36

Inexact Match on: Debtor No: 1

Solicitor / Agent

JACKIE HANDEREK & FORESTER
200, 4710 - 50 STREET
LEDUC, AB T9E 6W2

Phone #: 780 986 5081 Fax #: 780 986 8807 Reference #: 63414 PH

Debtor(s)

Block		Status
1	OPSMOBIL INC. 1200, 815 - 8 AVENUE, SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block		Status
1		Current

MACK VAC EXCAVATION LTD.
P.O. BOX 3855 STN. MAIN
LEDUC, AB T9E 6M8

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18012323191 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2018-Jan-23 Registration Status: Current

Expiry Date: 2020-Jan-23 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 1801-01005

Judgment Date is 2017-Dec-06

This Writ was issued on 2018-Jan-19

Type of Judgment is Crown

Original Judgment Amount: $11,412.98 Costs Are: $1,200.00

Post Judgment Interest: $0.00 Current Amount Owing: $12,612.98

Inexact Match on: Debtor No: 1

Solicitor / Agent

KALYN M. HUNLEY
102, 10820 24 STREET SE
CALGARY, AB T2Z 4C9

Debtor(s)

Block		Status
1	OPSMOBIL INC. 200-815 8 AVE SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block		Status
1	521569 ALBERTA LTD. 39 SUNSET RIDGE DR FOOTHILLS, AB T1S 5B7	Current

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18030119148 Registration Type: WRIT OF ENFORCEMENT
Registration Date: 2018-Mar-01 Registration Status: Current
Expiry Date: 2020-Mar-01 23:59:59

Issued in Calgary Judicial Centre
Court File Number is 1801-00225
Judgment Date is 2018-Jan-04
This Writ was issued on 2018-Feb-28
Type of Judgment is Other

Original Judgment Amount: $4,546.49 Costs Are: $111.34
Post Judgment Interest: $0.00 Current Amount Owing: $4,663.94

Inexact Match on: Debtor No: 1

Solicitor / Agent

AZPERLEGAL SERVICES INC.
419 BROOKPARK DRIVE SW
CALGARY, AB T2W 2W8

Phone #: 403 629 5702 Fax #: 403 567 1347 Reference #: WIRELESS/OPSMOBIL

Debtor(s)

Block		Status
1	OPSMOBIL INC. 1200-815-8 AVE SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block		Status
1		Current

WIRELESS ADVISORS CALGARY INC.
419 BROOKPARK DRIVE SW
CALGARY, AB T2W 2W8

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18041035116
Registration Date: 2018-Apr-10

Registration Type: GARAGE KEEPERS' LIEN
Registration Status: Current
Expiry Date: 2018-Oct-10 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-Apr-06

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Apr-06

Accessories were provided on 2018-Apr-06

Lien Amount is $4,535.75

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8TH AVE SW CALGARY, AB T2P3P2	Current

Person(s) Claiming Lien

Block		Status
1	FOUNTAIN TIRE (ESTEVAN) LTD. 101 4TH ST, PO BOX 630 ESTEVAN, SK S4A2A6	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	3C7WDNFLXCG349392	2012	DODGE RAM 5500	MV - Motor Vehicle	Current

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18050321316 Registration Type: GARAGE KEEPERS' LIEN
Registration Date: 2018-May-03 Registration Status: Current
Expiry Date: 2018-Nov-03 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-Apr-30

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Apr-30

Accessories were provided on 2018-Apr-30

Lien Amount is $5,024.63

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8TH AVE SW CALGARY, AB T2P3P2	Current

Person(s) Claiming Lien

Block		Status
1	FOUNTAIN TIRE (ESTEVAN) LTD. 101 4TH ST, PO BOX 630 ESTEVAN, SK S4A2A6	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	3C7WDNFL3CG1ZZ884	2012	DODGE RAM 5500	MV - Motor Vehicle	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18050938367 Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-09 Registration Status: Current

Expiry Date: 2018-Nov-09 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-07

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-07

Accessories were provided on 2018-May-07

Lien Amount is $3,845.97

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8TH AVE SW CALGARY, AB T2P3P2	Current

Person(s) Claiming Lien

Block		Status
1	FOUNTAIN TIRE (ESTEVAN) LTD. 101 4TH ST, PO BOX 630 ESTEVAN, SK S4A2A6	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	3C7WRNBL8EG222876	2014	DODGE RAM 5500	MV - Motor Vehicle	Current

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18051020280 Registration Type: GARAGE KEEPERS' LIEN
Registration Date: 2018-May-10 Registration Status: Current
Expiry Date: 2018-Nov-10 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-08

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-08

Accessories were provided on 2018-May-08

Lien Amount is $1,474.20

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8TH AVE SW CALGARY, AB T2P3P2	Current

Person(s) Claiming Lien

Block		Status
1	FOUNTAIN TIRE (ESTEVAN) LTD. 101 4TH ST, PO BOX 630 ESTEVAN, SK S4A2A6	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	3C6TR5DT4EG319254	2014	RAM 2500	MV - Motor Vehicle	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18051113012
Registration Date: 2018-May-11

Registration Type: WRIT OF ENFORCEMENT
Registration Status: Current
Expiry Date: 2020-May-11 23:59:59

Issued in Edmonton Judicial Centre
Court File Number is 1803 09392
Judgment Date is 2018-May-10
This Writ was issued on 2018-May-10
Type of Judgment is Other

Original Judgment Amount: $5,583.74
Post Judgment Interest: $0.00

Costs Are: $110.19
Current Amount Owing: $5,693.93

Inexact Match on: Debtor No: 1

Solicitor / Agent

KIRWIN LLP
100, 12420-104 AVENUE NW
EDMONTON, AB T5N 3Z9

Phone #: 780 448 7401

Reference #: 24961/gps

Debtor(s)

Block		Status
1	OPSMOBIL INC. 1200, 815-8TH AVE SW CALGARY, AB T2P 3P2	Current

Creditor(s)

Block		Status
1		Current

MAX FUEL DISTRIBUTORS LTD.
C/O 100, 12420-104 AVENUE NW
EDMONTON, AB T5N 3Z9

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z10367869

Business Debtor Search For:

OPSMOBIL GROUP INC.

Search ID #: Z10367869 **Date of Search:** 2018-Jun-09 **Time of Search:** 10:07:59

Registration Number: 18051836134
Registration Date: 2018-May-18
Registration Type: GARAGE KEEPERS' LIEN
Registration Status: Current
Expiry Date: 2018-Nov-18 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-17

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-17

Accessories were provided on 2018-May-17

Lien Amount is $1,583.18

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block		Status
1	OPSMOBIL INC. 1200-815 8TH AVE SW CALGARY, AB T2P3P2	Current

Person(s) Claiming Lien

Block		Status
1	FOUNTAIN TIRE (ESTEVAN) LTD. 101 4TH ST, PO BOX 630 ESTEVAN, SK S4A2A6	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	3C6TR5CT8EG144184	2014	RAM 2500	MV - Motor Vehicle	Current

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

____

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

MICHAEL W. MUDIE
PROFESSIONAL CORPORATION
BARRISTER AND SOLICITOR

CALGARY OFFICE:

520 CRESCENT ROAD N.W.
CALGARY, AB, T2M 4A5
FAX: (403) 282-0719
TEL: (403) 221-8600

PLEASE REPLY TO:
CALGARY OFFICE

June 27, 2018

EMAILED: irene.stewart@gowlingwlg.com

Gowling WLG
Barristers and Solicitors
2300, Bental 5, 550 Burrard Street
Vancouver, B.C. V6C 2B5

Attention: Irene Stewart

DELIVERED

Gowling WLG
Barristers and Solicitors
1600, 421-7th Ave. S.W.
Calgary, AB T2P 4K9

Attention: Darren Taylor

THIS IS EXHIBIT "____" referred to in the Affidavit of Kenneth I. Mizera
Sworn before me this 29 day of June A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

Dear Sirs/Madame:

Re: Agreement of Purchase and Sale of Assets between OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (collectively, "OpsMobil") as vendor, and Airborne Energy Solutions Inc. ("AES"), as purchaser, dated December 14, 2017 (the "PSA")
Our File No. 2-3045/Your File No. V41817

We confirm your client's earlier advice of June 5, 2018 that Third Eye Capital Corporation ("TEC") had on or about that same date advised your client that they were now not prepared to provide the TEC Discharges (as described below) to OpsMobil as required in order to complete the closing of the PSA.

From our conference call discussion yesterday and my client's subsequent conversation with your client, we understand that TEC has advised OpsMobil not to execute the closing documents of the PSA as earlier agreed failing which TEC may take steps against OpsMobil pursuant to its credit and security facilities which may result in greater financial harm to OpsMobil than failing to close the PSA.

As you are aware, my client remains ready, willing and able to complete the PSA. We understand that your client also wants to complete the PSA.

Accordingly, we enclose herewith the following, namely:

1. My trust cheque in the amount of $1,381,415 payable to Gowling WLG in trust representing the agreed cash to close payable by AES to OpsMobil of $1,631,415 less the agreed environmental holdback of $250,000 which I continue to hold in my trust account as per the agreed trust letter to close the PSA; and

2. Signature pages for the Closing Documents and purchaser deliverables duly executed and sealed by my client which in accordance with the PSA are to be executed and delivered by my client.

The enclosed trust monies are delivered to you in trust on condition that:

1. You shall revisit with TEC the closing of the PSA and request in writing for TEC to provide to OpsMobil the TEC Discharges earlier agreed in accordance with the PSA of:

   (a) No Interest Letter;
   (b) Undertaking of Stikeman; and
   (c) Consent to Surrender of Lease (Whitecourt).

   (the "TEC Discharges"), and provide to us any response you may receive from TEC to such request ;

2. Your client executes the closing documents of the vendor as set forth in the PSA, as earlier agreed, and set forth in your agreed trust letter for closing; and

3. There shall be no use of the trust monies until such time as you have confirmed in writing to me that your firm is in receipt of the TEC Discharges and duly executed closing documents from OpsMobil for unconditional and immediate delivery to my office in accordance with our earlier agreed trust letter governing the closing of the PSA. As I stated to you earlier, in light of your client's constrained cash flow, my client is prepared to reword trust condition 1(b) of the agreed trust letter in order to allow the payment of contractors of your client which have been retained to perform the required environmental status and environmental remediation work in respect of the Facilities and extend the date for completion of such work from June 30, 2018 to July 31, 2018.

In the event you are unable or unwilling to comply with the foregoing trust conditions, please contact me forthwith for any required variation in the above conditions. The enclosed trust monies are to be returned to my office unused on or before July 6, 2018 if the trust conditions cannot be mutually agreed upon or you are unable to comply with such trust conditions.

I look forward to hearing from you.

Yours very truly,

Michael W. Mudie

MICHAEL W. MUDIE
PROFESSIONAL CORPORATION
Barrister and Solicitor

MICHAEL W. MUDIE
BARRISTER & SOLICITOR (TRUST ACCOUNT)

003532

DATE : 27/Jun/2018
CHE # : 3532
AMOUNT : $1,381,415.00
ACCOUNT: TRUST - 1
PAID TO: Gowling WLG in trust

Cash to Close less Environmental Holdback

CLIENT: 771 - Airborne Energy Solutions Inc.
MATTER: 2-3045

MICHAEL W. MUDIE
BARRISTER & SOLICITOR (TRUST ACCOUNT)
520 CRESCENT RD. N.W.
CALGARY, ALBERTA T2M 4A5
TEL: (403) 221-8600

THE BANK OF NOVA SCOTIA
240 - 8TH AVENUE S.W.
CALGARY, ALBERTA T2P 2N7

003532

3532

DATE 2 7 0 6 2 0 1 8
D D M M Y Y Y Y

PAY ***One Million Three Hundred Eighty One Thousand Four Hundred Fifteen and 00/100

***1,381,415.00

TO Gowling WLG in trust

MICHAEL W. MUDIE
BARRISTER & SOLICITOR (TRUST ACCOUNT)

Cash to Close less Environmental Holdback

PER

⑈003532⑈ ⑆10009⑉002⑆ 06394⑉19⑈

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

David LeGeyt

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

MICHAEL W. MUDIE

PROFESSIONAL CORPORATION

BARRISTER AND SOLICITOR

THIS IS EXHIBIT "______" referred to in the Affidavit of Kenneth B. Mizera

Sworn before me this 29th day of June A.D. 2018

____
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CALGARY OFFICE:
520 CRESCENT ROAD N.W.
CALGARY, AB, T2M 4A5
FAX: (403) 282-0719
TEL: (403) 221-8600

PLEASE REPLY TO:
CALGARY OFFICE

June 25, 2018

EMAILED: casey@thirdeyecapital.com

Third Eye Capital Corporation
3930-161 Bay Street
Toronto, Ontario M5J 2S1

Attention: Casey Howell

Dear Sirs:

Re: Airborne Energy Solutions Inc. ("AES") vs. OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (collectively, "OpsMobil") and Third Eye Capital Corporation ("TEC") Our File No. 2-3045/Action No. 1801-08383

It has come to our attention that certain monies paid to OpsMobil in respect of the aerial surveillance and scanning, chemical spraying and local charter business (the "Business") has been diverted by blocks placed on OpsMobil's accounts to TEC. As you are aware, these trust monies are required to be deposited into the Segregated Account.

Kindly ensure such monies are immediately deposited into the Segregated Account and provide a full accounting of same.

Further, kindly advise what preventive steps you have undertaken to ensure monies paid in respect of the Business in the future will be directly deposited into the Segregated Account.

I look forward to hearing from you.

Yours very truly,

Michael W. Mudie

cc. Stikeman Elliott LLP
Geoffrey Holub
Email: gholub@stikeman.com

cc. Gowling WLG LLP
Irene Stewart
Email: Irene.stewart@gowlingwlg.com

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF **KENNETH I. MIZERA**.

SWORN BEFORE ME THIS 29th DAY OF JUNE, 2017.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

IS EXHIBIT " ______ "
referred to in the Affidavit of
Kenneth D. Mizera
Sworn ... 29
day of June A.D. 2018

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Current Account Details

Adjust the search details below to see this account's transaction history.

- 6 months of history is available for Mastercard accounts.
- 18 months of history is available for all other accounts, but you can only select 180 days (about 6 months) at a time. If you want to see more than 180 days of transactions at a time, try using Download Transactions.

Account: 760-00182687579 CAD
Available Balance: $647,820.03
Current Balance: $833,355.94

Account History
Account: OpsMobil Inc Trust Acct LOCKED - 760-00182687579 $647,820.03 CAD
Type: All
From: 1/1/2018
To: 6/28/2018
Criteria: ---Choose a Criterion---
Amount: $
Show 100 transactions per page
Search

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance	Balance
6/26/2018	Wire	Incoming Wire THIRD EYE CAPITAL CORPORATION			$236,675.18	$833,355.94	$833,355.94
6/11/2018	Fee	Reversed Fee Court Order			$10.00	$596,680.76	$596,680.76
6/11/2018	Miscellaneous	Internal Credit RCP CR			$185,525.91	$596,670.76	$596,670.76
6/8/2018	Transfer	ATBOL Transfer Transfer To *******3500		$44,603.82		$411,144.85	$411,144.85
6/8/2018	Transfer	ATBOL Transfer Transfer To *******3500		$467.84		$455,748.67	$455,748.67
6/8/2018	Fee	Fee Court Order		$10.00		$456,216.51	$456,216.51
6/8/2018	Cheque	Bank Draft Central Administration		$185,525.91		$456,226.51	$456,226.51
6/8/2018	Cheque	Reversed Bank Draft Central Administration			$2,031.90	$641,752.42	$641,752.42
6/8/2018	Cheque	Bank Draft Central Administration		$2,031.90		$639,720.52	$639,720.52
6/5/2018	Transfer	ATBOL Transfer Transfer From *******3500			$48,544.16	$641,752.42	$641,752.42
6/1/2018	Transfer	ATBOL Transfer Transfer From *******3500			$20,728.64	$593,208.26	$593,208.26
5/31/2018	Fee	Fee Service		$7.50		$572,479.62	$572,479.62
5/31/2018	Fee	Monthly Maintenance Fees		$8.00		$572,487.12	$572,487.12
5/25/2018	Transfer	ATBOL Transfer Transfer From *******3500			$52,561.46	$572,495.12	$572,495.12
5/25/2018	Transfer	Transfer Transfer From *******3500			$2,808.00	$519,933.66	$519,933.66
5/25/2018	Cheque	Bank Draft Calgary 6th Avenue Branch		$2,808.00		$517,125.66	$517,125.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *******6700		$24,238.06		$519,933.66	$519,933.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *******3500		$31,296.77		$544,171.72	$544,171.72
5/25/2018	Transfer	ATBOL Transfer Transfer To *******3500		$1,745.26		$575,468.49	$575,468.49
5/18/2018	Transfer	ATBOL Transfer Transfer From *******3500			$516,619.84	$577,213.75	$577,213.75
5/16/2018	Transfer	ATBOL Transfer Transfer To *******0500		$16,921.34		$60,593.91	$60,593.91
5/16/2018	Payment	ATBOL Bill Payment ATB FINANCIAL MASTERCARD		$2,300.00		$77,515.25	$77,515.25
5/15/2018	Miscellaneous	Adjustment Mastercard		$2,979.11		$79,815.25	$79,815.25
5/15/2018	Miscellaneous	Adjustment Mastercard		$617.00		$82,794.36	$82,794.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$485.00		$83,411.36	$83,411.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$429.00		$83,896.36	$83,896.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$280.00		$84,325.36	$84,325.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$196.00		$84,605.36	$84,605.36
5/15/2018	Miscellaneous	Adjustment Mastercard		$115.00		$84,801.36	$84,801.36

5/15/2018	Miscellaneous	Adjustment Mastercard	$114.00		$84,916.36	$84,916.36
5/15/2018	Miscellaneous	Adjustment Mastercard	$85.00		$85,030.36	$85,030.36
5/15/2018	Miscellaneous	Adjustment Mastercard	$2,979.00		$85,115.36	$85,115.36
5/14/2018	Transfer	ATBOL Transfer Transfer To *******3500	$1,745.26		$88,094.36	$88,094.36
5/14/2018	Miscellaneous	Adjustment Mastercard	$585.00		$89,839.62	$89,839.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$513.00		$90,424.62	$90,424.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$579.00		$90,937.62	$90,937.62
5/14/2018	Miscellaneous	Adjustment Mastercard	$547.00		$91,516.62	$91,516.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$39,324.92		$92,063.62	$92,063.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$15,972.06		$131,388.54	$131,388.54
5/11/2018	Transfer	ATBOL Transfer Transfer To *******3500	$24,374.89		$147,360.60	$147,360.60
4/30/2018	Fee	Monthly Maintenance Fees	$8.00		$171,735.49	$171,735.49
4/16/2018	Transfer	ATBOL Transfer Transfer To *******3500	$29,850.69		$171,743.49	$171,743.49
4/9/2018	Miscellaneous	Adjustment Mastercard	$9,561.00		$201,594.18	$201,594.18
4/5/2018	Transfer	ATBOL Transfer Transfer From *******3500		$19,100.55	$211,155.18	$211,155.18
3/31/2018	Fee	Monthly Maintenance Fees	$8.00		$192,054.63	$192,054.63
3/29/2018	Transfer	ATBOL Transfer Transfer From *******3500		$20,820.24	$192,062.63	$192,062.63
3/27/2018	Transfer	ATBOL Transfer Transfer From *******3500		$2,350.53	$171,242.39	$171,242.39
3/23/2018	Transfer	ATBOL Transfer Transfer From *******3500		$13,680.45	$168,891.86	$168,891.86
3/20/2018	Transfer	ATBOL Transfer Transfer From *******3500		$29,480.87	$155,211.41	$155,211.41
3/16/2018	Transfer	ATBOL Transfer Transfer From *******3500		$33,439.31	$125,730.54	$125,730.54
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500		$2,000.00	$92,291.23	$92,291.23
3/12/2018	Transfer	ATBOL Transfer Transfer From *******3500		$37,508.87	$90,291.23	$90,291.23
3/5/2018	Transfer	ATBOL Transfer Transfer From *******0500		$52,781.36	$52,782.36	$52,782.36
3/1/2018	Transfer	ATBOL Transfer Transfer From *******0500		$5.00	$1.00	$1.00
2/28/2018	Fee	Monthly Maintenance Fees	$8.00		($4.00)	($4.00)
2/1/2018	Transfer	ATBOL Transfer Transfer From *******6300		$10.00	$4.00	$4.00
1/31/2018	Fee	Monthly Maintenance Fees	$8.00		($6.00)	($6.00)
1/2/2018	Transfer	ATBOL Transfer Transfer From *******3500		$10.00	$2.00	$2.00