



COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFF
(APPLICANT) THIRD EYE CAPITAL CORPORATION

DEFENDANT
(RESPONDENT) 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 **AMENDED APPLICATION BY AIRBORNE ENERGY
SOLUTIONS INC. FOR AN EXPRESS TRUST, A CONSTRUCTIVE
TRUST, SPECIFIC PERFORMANCE, AND AN APPROVAL AND
VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT **Burnet, Duckworth & Palmer LLP**
2400, 525 - 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email address: dlegeyt@bdplaw.com
File no.: 75955-1

NOTICE TO RESPONDENTS on the Service List attached as Schedule "A".

This application is made against you. You are the Respondents.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

DATE	August 10, 2018
TIME	1:00 p.m.
WHERE	Calgary Courts Centre, 601 5 St SW, Calgary, AB, T2P 5P7
BEFORE WHOM	The Honorable B.E.C. Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order substantially in the form attached as Schedule "B":
 - (a) Declaring that the time for service of notice of the application is good and sufficient.
 - (b) Declaring that Airborne Energy Solutions Inc. (**AES**) is entitled to a constructive trust over the business and assets (collectively, the **Purchased Assets**) which are the subject matter of a Purchase and Sale Agreement dated December 14, 2017 (the **Sale Agreement**) between AES, OpsMobil Inc., OpsMobil Group Inc. and OpsMobil Energy Services Inc. (collectively **OpsMobil**).
 - (b.1) Declaring that AES is entitled to an express trust over the revenues generated by the Purchased Assets from and after November 1, 2017;
 - (c) Directing OpsMobil, Third Eye Capital Corporation (**TEC**), and Ernst & Young Inc. in its capacity as the court-appointed receiver and manager in these proceedings (**Receiver**) to specifically perform their obligations under the Sale Agreement, and to close the Sale Agreement.
 - (d) Vesting the Purchased Assets in AES free and clear of any claims against OpsMobil and free and clear of any encumbrances against the Purchased Assets, except for any permitted encumbrances in accordance with the Sale Agreement.
 - (e) Directing ATB Financial to transfer to AES all present and future funds deposited into OpsMobil Account No. 760-00182687579 (the **Segregated Account**) notwithstanding the Preservation Order granted in Court of Queen's Bench of Alberta Action No. 1801-08383 (the **AES Action**) on June 14, 2018, and if necessary amending such Preservation Order to achieve that result.
 - (f) Granting AES the costs of this Application as against TEC on a solicitor and his own client basis or, alternatively, on a party/party basis.
 - (g) And such other relief as this Court deems necessary and just.

Grounds for making this application:

2. OpsMobil and TEC have been unjustly enriched by the actions of AES.
3. Since November 1, 2017 AES has been in possession of the Purchased Assets, and has operated the related business as a prudent owner of the business including the payment of the costs of the business and continues to do so. Further, AES has invested capital in the Purchased Assets and related business, financed them, improved them, and has grown the goodwill of the enterprise and continues to do so.

4. Since November 1, 2017 AES has entered into significant new obligations as a result of being the owner of the Purchased Assets and related business, to its detriment.
5. AES has been ready, willing and able to close the Sale Agreement for many months, but OpsMobil has refused to close at the direction of TEC.
6. TEC is a lender in possession of OpsMobil and TEC has used its influence and control over OpsMobil to obstruct the closing of the Sale Agreement and has prevented OpsMobil from closing the Sale Agreement.
7. OpsMobil and TEC, as secured lender to OpsMobil, have been unjustly enriched by the actions of AES, and will be further unjustly enriched if the Sale Agreement does not close.
8. AES commenced the AES Action against OpsMobil and TEC on June 13, 2018 seeking, *inter alia*, specific performance of the Sale Agreement, a constructive trust in respect of the Purchased Assets, and damages and aggravated damages.
9. In the AES Action, the Court of Queen's Bench of Alberta has already found AES has suffered irreparable harm as a result of the conduct of TEC and OpsMobil, and has granted the Preservation Order.
10. AES will suffer additional irreparable harm if it is not granted the relief sought herein.
11. The Sale Agreement is a fair and reasonable transaction between arms length parties, and the Purchased Assets should be conveyed to AES free and clear of any encumbrances other than any permitted encumbrances allowed by the Sale Agreement.
- 11.1 Pursuant to Clause 2.3(a)(ii)(A) of the Sale Agreement, all revenues generated by the Purchased Assets from and after November 1, 2018 are impressed with a trust for the benefit of AES.
12. AES is entitled to all present and future funds which have been or may be deposited into the Segregated Account.
13. It is equitable, just and reasonable to grant the relief sought herein.

Material or evidence to be relied on:

14. The Affidavit of Kenneth I. Mizera filed on June 29, 2018, and the Affidavit No. 2 of Kenneth I. Mizera filed on August 3, 2018; and
15. Such further and other material evidence as this Honourable Court may allow.

Applicable Rules:

16. Rules 6.2 and 6.3 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
17. Such further and other Rules of the *Alberta Rules of Court* as this Honourable Court may allow.

Applicable Acts and Regulations:

18. The *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3
19. The *Judicature Act*, RSA 2000, c. J-2;
20. The *Personal Property Security Act*, RSA 2000, c. P-7; and
21. Such further and other acts and regulations as this Honourable Court may allow.
22. The Court's inherent jurisdiction.

Any irregularity complained of or objection relied on:

23. None.

How the application is proposed to be heard or considered:

24. In person before the Honourable Justice B.E.C. Romaine.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicant a reasonable time before the application is to be heard or considered.

Schedule "A"
Service List

Court File No. 1801-09188

Third Eye Capital Corporation re: OpsMobil Inc., Ranch Energy Corporation et al.

SERVICE LIST

(Date August 7, 2018)

GOWLING WLG (CANADA) LLP 1600, 421 - 7 Avenue SW Calgary AB T2P 4K9 Attention: Tom Cumming Email: Tom.cumming@gowlingwlg.com Attention: Caireen E. Hanert Email: caireen.hanert@gowlingwlg.com Attention: Anthony Mersich Tel: 403-298-1931 Email: anthony.mersich@gowlingwlg.com Counsel for Ranch Energy Corporation et al (Debtors)	BLAKE CASSELS & GRAYDON LLP 855 - 2nd Street S.W. Suite 3500, Bankers Hall East Tower Calgary AB T2P 4J8 Attention: Ryan Zahara Tel: 403-260-9628 Email: ryan.zahara@blakes.com Counsel to Predator Oil BC Ltd.
THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT 161 BAY STREET, SUITE 3930 TORONTO, ON M5J 2S1 Primary Secured Creditor	STIKEMAN ELLIOTT 4300 Bankers Hall West 888 - 3rd Street S.W. Calgary, Alberta T2P 5C5 Attention: David Price Ph : 403 266 9093 Email : dprice@stikeman.com Attention: Joseph Reynaud Direct : +1 514 397 3019 Email : jreynaud@stikeman.com Attention: Guy Martel Email: gmartel@stikeman.com Counsel to Third Eye Capital

JSS Barristers Attention: Christa Nicholson 800, 304 - 8 Avenue SW Calgary, Alberta T2P 1C2 Phone : 403-571-1520 Fax: 403-571-1528 Email: nicholsonc@jssbarristers.ca Counsel for the BC Oil and Gas Commission	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY Standard Life Tower 478, 220 - 4 Ave SE Calgary AB T2G 0L1 Fax: 403-292-5188
ERNST & YOUNG INC. 215 2 St SW #2200 Calgary, AB T2P 1M4 Attn: Neil Narfassen Ph: Email: neil.narfason@ca.ey.com Peter Chisholm Ph: Email: peter.chisholm@ca.ey.com Duncan MacRae Ph: 403-206-5075 Email: Duncan.MacRae@ca.ey.com Monitor	BENNETT JONES LLP Att: Kelsey Meyer 4500 Banker's Hall East 855 2nd St SW Calgary, AB Tel: 403-298-3323 Email: meyerk@bennettjones.com Counsel ECN Aviation Inc.
BURNET, DUCKWORTH & PALMER Att: David LeGeyt 2400, 525 - 8th Avenue S.W. Calgary, AB T2P 1G1 Ph: 403-260-0210 Email: dlegeyt@bdplaw.com Counsel to Airborne Energy Solutions (claimant)	MINISTRY OF FINANCE (ALBERTA) Tax and Revenue Administration Alberta Treasury Board and Finance 9811 - 109 Street Edmonton AB T5K 2L5 Email: TRA.Revenue@gov.ab.ca
AIRBORNE ENERGY SOLUTIONS INC. 480 AVIATION WAY NE CALGARY, AB T2E 7G3 Kim Mizera KimM@rilpa.com Tel : 403-275-3035 Secured Creditor	Alberta Justice Attention: Jill Methurst-Tivadar 510-606 4 St. S.W. Calgary, Alberta T2P 1T1 Phone: 403-292-6813 Fax: 403-299-3507 Email: jill.medhurst-tivadar@justice.gc.ca Counsel for CRA

NATIONAL LEASING GROUP INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9 Phone #: 204 954 9000 Fax #: 204 954 9099 Anna9093@cwbnationalleasing.com Secured Creditor	ATB FINANCIAL 3RD FLOOR, 217 - 16 AVENUE NW CALGARY, AB T2M 0H5 Tyler Malden TMalden@atb.com Tel: 403-974-5700 Secured Creditor
BRITTANIA INDUSTRIES 2009 INC 6227 - 41 STREET LEDUC, AB T9E 0V7 Phone #: 780 986 5955 Gary Patrick gary.patrick@brittaniaindustries.com Secured Creditor	BULL MOOSE CAPITAL LTD. 500, 505- 8TH AVENUE SW CALGARY, AB T2P 1G2 Current Phone #: 403 234 7204 Fax #: 403 264 7306 Steve Kolber Skolber@bullmoosecapital.ca Secured Creditor
NABORS DRILLING CANADA LIMITED 2800-500 4 Ave SW Calgary, Alberta T2P 2V6 Belinda Ho Belinda.Ho@nabors.com Tel: 403.697.6700 Secured Creditor	ECN AVIATION INC. 181 BAY STREET, SUITE 2830 TORONTO, ON M5J 2T3 Michael Lederman MLederman@ecncapitalcorp.com Tel: 416-646-4710 Secured Creditor
JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X Ion Lazar Ion.Lazar@jplease.com Tel: D 604.433.4743 Secured Creditor	MERIDIAN ONECAP SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H4M2 Darryl Sherwood Darryl.Sherwood@meridianonecap.ca T. 604-646-2250 Secured Creditor

RILPA ENTERPRISES LTD. 480 AVIATION WAY NE CALGARY, AB T2E 7G3 Kim Mizera KimM@rilpa.com Tel : 403-275-3035 Secured Creditor	BIG ROCK HELICOPTERS SALES AND SERVICE INC. 10931 - 123 STREET GRANDE PRAIRIE, AB T8V 7Z3 Roch Dallaire dallaireroch45@gmail.com Tel: 780-876-0097 Secured Creditor
CLASSIC HELICOPTERS LTD. 480 AVIATION WAY NE CALGARY, AB T2E 7G3 Kim Mizera KimM@rilpa.com Tel : 403-275-3035 Secured Creditor	HALFORD & VELENTINE (1991) LTD. O/A VALENTINE VOLVO 11 RICHARD WAY SW CALGARY, AB T3E 7M8 Charlene Vincelette chars@valentinevolvo.com Tel. 403-217-7496 Secured Creditor
BDC (BUSINESS DEVELOPMENT BANK OF CANADA) ONE BENTALL CENTRE 505, BURRARD STREET, SUITE 200, P.O BOX 6 VANCOUVER, BC V7X1M3 Lawrence Lee Lawrence.LEE@bdc.ca T 604-658-2920 Secured Creditor	BRITISH COLUMBIA OIL AND GAS COMMISSION Att: Aaron Welch Email: aaron.welsh@goc.bc.ca
1807173 ALBERTA LTD O/A WESTECH ALBERTA 940A 11 AVENUE SW CALGARY, AB T2R0E7 Tel: 403-262-7224 Douglas McCrae dm@gocip.com Secured Creditor	Dentons Canada LLP Attention: Doug Schweitzer 15th Floor, 850 - 2nd Street SW Calgary, AB T2P 0R8 T: 403 268 7018 E : doug.schweitzer@dentons.com Counsel for Nabors Drilling Canada

CALMONT LEASING LTD 14610 YELLOWHEAD TRAIL EDMONTON, AB T5L3C5 Phone #: 780 454 0491 Fax #: 780 451 5768 Juri Rastovski juri.rastovski@calmont.ca	HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA 1802 DOUGLAS STREET VICTORIA BC V8T 4K6 BC PPR – Carbon Tax Act
Warren Benson Amantea LLP Att: Kimberly Setrakov 1413-2nd Street SW Calgary, Alberta T2R 0W7 Ph: 403-228-8389 Email: ksetrakov@wbalaw.ca Counsel to Sigit Inc., (claimant)	PATCH DRIVE INDUSTRIAL REPAIR LIMITED RR 1 BOX 50 CARIBOU WAY FORT NELSON BC V0C 1R0 office@patchdrive.com Tel : 250-321-2479 BC PPR – Repairer 's Lien Act
Miller Thomson Att: Cobi Dayan 725 Granville Street Suite 400 Vancouver, BC V7Y 1G5 Ph: 604.643.1213 Email: cdayan@millerthomson.com Counsel to Finning International Inc. – unsecured creditor of OpsMobil Energy Services Inc.	Bishop McKenzie LLP Attention: Mr. Russell N. Avery 2200, 555 - 4th Ave. SW, Calgary, Alberta T2P 3E7 Phone: 403.750.7977 Fax: 403.263.3423 Email: RAvery@bmlp.ca Counsel for Business Development Bank of Canada
CWB National Leasing Attention: Anna Neustaedter, Bankruptcy Designate 1100 Burloak Dr #3000 Burlington, Ontario L7L 6B2 Phone: 204-954-9093 Fax: 866-408-4852 Email: Anna9093@cwbnationalleasing.com Representing CWB National Leasing	PrairieSky Royalty Ltd. Attention: Ms. Heather R. Telasky , Senior Land Compliance Coodinator Suite 1700 350 7th Ave SW Calgary, Alberta T2P 3N9 Phone: 587.293.4040 Fax: 587.293.4001 Email: heather.telasky@prairiesky.com Representing PrairieSky Royalty Ltd.

Borden Ladner Gervais LLP Attention: Mr. Josef G. A. Kruger, Q.C. and Ms. Robyn Gurofsky Suite 1900, 520 3rd Ave SW Calgary AB T2P 0R3 Phone: 403-232-9563/403-232-9774 Fax: 403-266-1395 Email: jkruger@blg.com / rgurofsky@blg.com Representing Ernst & Young Inc. in its capacity as Court-appointed Monitor of the Applicants	Robb & Evenson Lawyers Attention: Mr. Calvin C. Robb 506, 933 17th Avenue SW Calgary, Alberta T3T 5R6 Phone: 403.541.1600 Fax: 403.541.1604 Email: crobb@robbevenson.com Representing Cordy Environmental Inc.
Osler Attention: Emily Paplawski/ Randal Van de Mosselaer Suite 2500 450 - 1st St. S.W. Calgary AB T2P 5H1 Tel: 403.260.7071/403.260.7060 Fax: 403.260.7024 Email: epaplawski@osler.com / rvandemosselaer@osler.com Counsel for Canadian Natural Resources Limited and Canadian Natural Resources, a General Partnership by its Managing Partner	JMP Barristers Attention: Stefanie Kingsbury 300, 444 5th Avenue SW Calgary, AB T2P 2T8 Tel: 403.536.5465 Email: skingsbury@jmp-legal.com Counsel for Select Energy System Inc.
OpsMobil Attention: Ryan Tobber ryan.tobber@predbc.ca rtobber@ibsmm.ca	McCarthy Tétrault LLP Attention: Pantelis Kyriakakis Suite 4000 421 - 7th Avenue SW Calgary, AB T2P 4K9 T: 403-260-3536 C: 403-479-5484 E: pkiriakakis@mccarthy.ca Counsel for ATB
Brownlee LLP Attention: Jill Sheward 2200 Commerce Place 10155 – 102 Street Edmonton, AB T5J 4G8 T: 780 497 4835 E: jsheward@brownleelaw.com Counsel for Woodlands County	

Schedule "B"
Form of Order

See attached.

COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

PLAINTIFF THIRD EYE CAPITAL CORPORATION
DEFENDANT 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 APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Burnet, Duckworth & Palmer LLP
2400, 525 - 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email address: dlegeyt@bdplaw.com
File no.: 75955-1

DATE ON WHICH ORDER WAS PRONOUNCED: August 10, 2018
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: B.E.C. Romaine

UPON THE APPLICATION of Airborne Energy Solutions Inc. ("**AES**") for an order (i) for a declaration that AES is entitled to a constructive trust over the Purchased Assets (defined below); (ii) directing specific performance of the Sale Agreement (defined below) by OpsMobil Group Inc., OpsMobil Inc., and OpsMobil Energy Services Inc. (collectively, the "**Debtors**"), Ernst & Young Inc., in its capacity as the court-appointed receiver in these proceedings (the "**Receiver**"), and Third Eye Capital Corporation ("**TEC**"); and (iii) approving the sale transaction (the "**Transaction**") contemplated by a Purchase and Sale Agreement (the "**Sale Agreement**") between the Debtors and AES dated December 14, 2017 and appended to the Affidavit of Kenneth I. Mizera dated June 29, 2018 (the "**Mizera Affidavit**") as Exhibit "A" to Exhibit "C", and vesting in AES the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), and all revenues generated by the Purchased Assets from and after November 1, 2017;

AND UPON HAVING READ the Receivership Order dated July 19, 2018 (the "**Receivership Order**"), the Mizera Affidavit, the Affidavit No. 2 of Kenneth I. Mizera dated August 3, 2018, the Third Affidavit of Mark Horrox dated July 26, 2018, the First Report of the Receiver dated August _____, 2018, and the Affidavit of Service; **AND**

UPON HEARING the submissions of counsel for AES, counsel for the Receiver, and counsel for TEC, and **[Names of other parties appearing]**, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of notice of this Application is abridged to the time actually given and service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application. This hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

CONSTRUCTIVE TRUST AND EXPRESS TRUST

2. AES is entitled to and is hereby granted a constructive trust over and in respect of the Purchased Assets and all revenues generated by the Purchased Assets since November 1, 2017.
3. AES is entitled to and is hereby granted an express trust over and in respect of all revenues generated by the Purchased Assets since November 1, 2017.

SPECIFIC PERFORMANCE AND APPROVAL OF TRANSACTIONS

4. AES is entitled to specific performance of the Sale Agreement and the Transaction, and the Debtors, TEC, and the Receiver are hereby authorized, ordered and directed to close the Sale Agreement and the Transaction in accordance with this Order.
5. The Sale Agreement and Transaction are hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets and all revenues generated by the Purchased Assets from and after November 1, 2017 to AES.

VESTING OF PROPERTY

6. Notwithstanding the Preservation Order granted in Court of Queen's Bench of Alberta Action No. 1801-08383 on June 14, 2018, ATB Financial shall pay to AES all present and future funds deposited into OpsMobil Account No. 760-00182687579.
7. Upon the delivery of a Receiver's certificate to AES substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement including, without limitation, the assets listed on **Schedule "B"** hereto, and

all revenues generated by the Purchased Assets from and after November 1, 2017, shall vest absolutely in the name of AES, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order or any order granted in Court of Queen's Bench of Alberta Court File Number 1801-09424;
- (b) all charges, security interests or claims against the Purchased Assets evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, including without limitation the International Registry or the IDERA Registry, and;
- (c) those Claims listed on **Schedule "C"** hereto;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"** (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged, or amended, as the case may be, as against the Purchased Assets.

8. Upon delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, amendments, interest authorizations, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets to AES subject only to the Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Personal Property Registry (Alberta) (the "**AB PPR Registrar**") shall and is hereby directed to cancel and discharge and amend those Claims and Encumbrances, if any, other than the Permitted Encumbrances, in accordance with Schedule "C" Part 1 and Schedule "C" Part 2 to this Order.
9. In order to effect the discharges, amendments and transfers described above, this Court directs the AB PPR Registrar to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement authorized herein. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority of the AB PPR Registrar to make and register the said transfers and amendments, and cancel and discharge, and amend, the registrations of any Claims and Encumbrances against the Purchased Assets.
10. The Receiver and AES are hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and amendments contemplated by this Order, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove or discharge all such registrations, including without limitation:

- (a) The Registrar of the International Registry shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 3 to this Order; and
 - (b) the Registrar of the IDERA Registry shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 4 to this Order.
- 11. TEC is ordered and directed to discharge any Encumbrances it has registered against the Purchased Assets and execute and deliver to AES a Consent to Surrender of Lease of the Whitecourt Facility.
- 12. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**LTO Registrar**") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 132 094 436, for those lands and premises legally described as:

PLAN 0022432
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "**Lands**")

and to issue a new Certificate of Title for the Lands in the name of AES, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to AES, which Certificate of Title shall be subject only to the Permitted Encumbrances, including for clarity Instrument Nos. 842 136 831 and 972 135 294.
- 13. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the LTO Registrar is hereby authorized, requested, and directed to discharge, or partially discharge, as the case may be, the caveats and mortgages described in Schedule "C" Part 5 to this Order.
- 14. This Order shall be registered by the LTO Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
- 15. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. AES shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
17. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets or the revenues generated by them since November 1, 2017, save and except for the persons entitled to the benefit of any Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets or the revenues generated by them since November 1, 2017 and, to the extent that any such persons remains in possession or control of any of the Purchased Assets or the revenues generated by them since November 1, 2017, they shall forthwith deliver possession thereof to AES.
18. AES shall be entitled to enter into and upon, hold and enjoy the Purchased Assets and the revenues generated by them since November 1, 2017 for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
19. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
20. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to AES.
21. Notwithstanding:
 - (a) The pendency of these proceedings;
 - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets and the revenues generated by them from and after November 1, 2017 in AES pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
22. The Receiver, AES and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

COSTS

23. AES is awarded the costs of this Application against TEC on a solicitor and his own client full indemnity basis.

MISCELLANEOUS MATTERS

24. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the Republic of Ireland, or elsewhere in the World to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
25. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
26. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THIRD EYE CAPITAL CORPORATION
DEFENDANT	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	RECEIVER'S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais 1900, 520 - 3 Avenue SW Calgary, Alberta T2P 0R3 Lawyer: Josef Kruger Phone Number: (403) 232-9563 Fax Number: (403) 266-1395 Email address: jkruger@blg.com
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RECITALS

- A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated July 19, 2018, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 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. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of December 14, 2017 (the "**Sale Agreement**") between OpsMobil Group Inc., OpsMobil Inc., and OpsMobil Energy Services Inc. and Airborne Energy Solutions Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by

the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. AES has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and AES; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

Ernst & Young Inc., in its capacity as Receiver of the undertaking, property and assets of OpsMobil Inc., OpsMobil Group Inc. and OpsMobil Energy Services Inc., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

Purchased Assets-Not Inclusive

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

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, 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 3
Excepting thereout all Mines and Minerals

- (d) 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 4
Excepting thereout all Mines and Minerals

- (e) 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 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

OWNED VEHICLES

International Tank Truck
 Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C1194

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

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 TRS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

2011 Ford F250 crew cab truck
VIN #1FT7W2BG9BEC27042
Unit #11-00-70

2011 Dodge Ram 2500 truck
VIN #3D7TT2CT0BG586905
Unit #11-40-01

Commercial Trailer
VIN #2TTMT280XGR060377

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 "C"

Encumbrances to be Amended or Discharged

Schedule "C"
Part 1

PPR Registrations to be Amended

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 17051525174, and 18013115249	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)

Registration Number	Debtors	Authorized Amendments
		(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)
2. 11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654, 15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 17051525236, and 18013115292	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.	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) (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)

Registration Number	Debtors	Authorized Amendments
		(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)
3. 13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 17051525291, and 18013115343	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)

Registration Number	Debtors	Authorized Amendments
		(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)
4.	13042923928, as amended by 14121134212,	Delete the following blocks under “Collateral: Serial Number Goods”:
	15022623419,	
	15022727824,	
	15030232896,	
	15041624984,	
	15061229750,	
	15072710166,	
	15100529083,	
	15101508251,	
	15110436523,	
	AIRBORNE ENERGY SOLUTIONS LTD.	(i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada)
	GEMINI HELICOPTERS INC.	(ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada)
	AIR DALLAIRE LTD.	(iii) Block 13 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
	OPSMOBIL INC.	(iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
	LYNN S HELICOPTER LEASING LTD.	(v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
	810807 ALBERTA LTD	(vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	

Registration Number	Debtors	Authorized Amendments
		(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)
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) (vi) Block 23 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada)

Registration Number	Debtors	Authorized Amendments
		(vii) Block 24 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada) (viii) Block: 26 (Serial Number: CGJEL; Year: 1968; Make and Model: BELL 206B; Category: AC-Aircraft Canada)
6. 15122214226, as amended by 1512222491 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) (viii) Block: 29 (Serial Number: CGJEL; Year: 1968; Make and Model: BELL 206B; Category: AC-Aircraft Canada)
7. 13040231957, as amended by 15122933578 and 17062928629	Lynn’s Helicopter Leasing Ltd. and OpsMobil Group Inc.	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block: 6 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC-Aircraft Canada) (ii) Block: 27 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC-Aircraft Canada)

			(iii)	Block: 28 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC-Aircraft Canada)
			(iv)	Block: 29 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA172S; Category: AC-Aircraft Canada)
			(v)	Block: 31 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC-Aircraft Canada)
			(vi)	Block: 32 (Serial Number: CFZHG; Year 1972; Make and Model: Piper Navajo PA-31; Category: AC-Aircraft Canada)
8.	13040428418, as amended by 14121140225 15112530852 16040829084 18032321758	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.	(i)	Block: 1 (Serial Number: CGJEL; Year 1968 Make/Model: BELL 206B; Category: AC- Aircraft Canada
			(ii)	Block: 2 (Serial Number: 116; Year 1968 Make/Model: BELL 206B; Category: AC- Aircraft Canada

Schedule "C"
Part 2

PPR Registrations to be Discharged

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.

4. 13040437518, as amended by
14121141031
15112531968
16040830016

GEMINI HELICOPTERS INC.

OPSMOBIL CONSTRUCTION INC.

OPSMOBIL ENERGY SERVICES INC.

OPSMOBIL GROUP INC.

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
15112532004
16040830046

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.

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.

7. 13040429493, as amended by
14121140392
15112531049
16040829203

GEMINI HELICOPTERS INC.

OPSMOBIL CONSTRUCTION INC.

OPSMOBIL ENERGY SERVICES INC.

OPSMOBIL GROUP INC.

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 "C"
Part 3

International Registry Registrations to be Discharged

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
6. Registration as to an international interest made in the International Registry on August 12, 2013, 19:33:21 GMT, under file number 1019560 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 Nabours Drilling Limited, which changed its name to Nabours Drilling Canada Limited in the International Registry on July 3, 2014
7. Registration as to an international interest made in the International Registry on August 7, 2013, 21:57:00 GMT, under file number 1018424 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 Nabours Drilling Limited, which changed its name to Nabours Drilling Canada Limited in the International Registry on July 3, 2014
8. Registration as to an international interest made in the International Registry on August 12, 2013, 19:26:41 GMT, under file number 1019552 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 Nabours Drilling Limited, which changed its name to Nabours Drilling Canada Limited in the International Registry on July 3, 2014

9. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:28 GMT, under file number 1270334 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 116, 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
10. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:08 GMT, under file number 1270347 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-800538, 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 "C"
Part 4

IDERA Registrations to be Discharged

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 "C"
Part 5

Alberta Land Titles Registrations to be Discharged or Partially Discharged

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.

6. Discharge of Mortgage in favour of Nabours Drilling Limited registered on April 8, 2013 as registration number

132 094 437 with respect to the following land:

Plan 0022432

Block 1

Lot 5

Excepting thereout all Mines and Minerals

Schedule "D"

Permitted Encumbrances

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;
- (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;
- (iv) Alberta land titles Instrument No. 842 136 831; and
- (v) Alberta land titles Instrument No. 972 135 294.