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COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	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 No. 2 of KENNETH I. MIZERA**
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: dlg@bdplaw.com File No. 75955-1

AFFIDAVIT OF KENNETH I. MIZERA

Sworn on August 3, 2018

I. 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. Capitalized terms used but not defined in this Affidavit have the meanings given to them in the First Mizera Affidavit and my affidavit of June 9, 2018 attached as an exhibit thereto.

3. I make this Affidavit in support of an order in the form attached as Schedule "B" to the Application filed and served herewith for the following hereof:

   (a) directing OpsMobil, TEC, and Ernst & Young Inc. (the "**Receiver**") to specifically perform their obligations under the PSA, and to close the PSA;

   (b) vesting the Business in AES free and clear of any claims against OpsMobil and any encumbrances against the Business;

(c) directing ATB Financial to transfer to AES all present and future funds deposited into OpsMobil Account No. 760-00182687579;

(d) declaring that AES is entitled to a constructive trust over the Business;

(e) granting AES the costs of this Application against TEC; and

(f) such further and other relief as this Honorable Court deems just.

4. I do verily state that the evidence stated in my Affidavit of June 29, 2018 (the "**First Mizera Affidavit**") and my Affidavit of June 9, 2019 exhibited therein remain true and correct, except for paragraph 24 of the First Mizera Affidavit which in a rush to file evidence in response to TEC's then pending receivership application I misstated and I wish to correct herein.

5. Paragraph 24 of the First Mizera Affidavit should be deleted in its entirety and replaced with the following:

> "Finally, it is important to note that one of the components of the purchase price in the PSA is the assumption of secured debt and payment obligation which OpsMobil then owed to Rilpa Enterprises Ltd. ("**Rilpa**") and Classic Helicopters Ltd. ("**Classic**") by AES in the total amount of $1,748,652.23. This secured debt arose between OpsMobil, as lessee, and Rilpa and Classic, as respective lessors, leasing aircraft and providing other services to OpsMobil, who was unable to pay for these services. The purchase of the Business by AES was agreed to by the parties as a mechanism for Rilpa and Classic to recover such secured indebtedness from AES and allow OpsMobil to be released from such indebtedness. I am informed by Ryan Tobber, and do verily believe, that TEC has advised one of the reasons it wants a receivership is to resell the Business for all cash consideration to a third party and extinguish the secured debt obligation owed to Rilpa and Classic, notwithstanding TEC's previous agreement to the sale of the Business to AES pursuant to the PSA."

6. Attached hereto and collectively marked as Exhibit "1" to this my Affidavit are copies of the agreed closing documents duly executed by Rilpa, Classic and AES related to the assumption of secured debt component of the purchase price as set forth in the PSA.

7. In addition I wish to emphasise an important health and safety aspect of the Business. One of the tasks that the Business performs for its customers is to surveil and monitor pipelines to ensure their integrity and prevent leaks and blowouts. If these pipelines are not regularly monitored there is an immediate danger of environmental damage and contamination. Even worse, some of the pipelines which AES monitors are considered high risk pipelines and pass through towns and other populated areas of Alberta. Should a leak or blowout occur in one of these areas there is a very real chance of catastrophic impacts on the human population, including fatalities.

II. BACKGROUND TO TERM SHEET

8. To my knowledge, Ryan Tobber, with the knowledge and consent of TEC, had been actively seeking to divest OpsMobil of its aviation assets, in whole and in part, since at least June, 2016. To this end, various business concepts have been proposed to me by OpsMobil including joint ventures (i.e. Helican) and entire and partial aviation divestitures. None of these previous proposals were acceptable to me.

9. I do verily believe that prior to negotiating the Term Sheet, Ryan Tobber actively pursued such aviation divestiture options with other parties including, Great Slave Helicopters and Big Rock Helicopters, without success. Attached hereto and marked as Exhibit "2" to this my Affidavit is an email from Ryan Tobber to Mark Horrox dated November 7, 2017 confirming same.

10. Throughout my discussions with Ryan Tobber regarding OpsMobil's various divestiture proposals prior to the Term Sheet, it was always contemplated that the ongoing secured arrears of helicopter lease payments and other services owed by OpsMobil to Rilpa Enterprises Ltd. ("**Rilpa**") and Classic Helicopters Ltd. ("**Classic**") would be paid or assumed through such a transaction. In fact such ongoing assurances of payment or assumption on an asset purchase was the principal reason Rilpa and Classic did not ground their helicopters and restrict their continued use by OpsMobil, for the ultimate benefit of TEC which I now know (but did not know then) was sweeping the accounts of OpsMobil without paying for use of Rilpa's and Classic's helicopter assets.

11. As mentioned in the First Mizera Affidavit, Rilpa is the parent company of AES, and Classic is an associated company of Rilpa having a separate 50% joint venture partner, which is not related to Rilpa or AES, in certain of the helicopters leased to OpsMobil.

12. In the fall of 2017 I was informed by Ryan Tobber that OpsMobil was interested in a divestiture of a majority of its aviation assets related solely to OpsMobil's aerial surveillance and scanning, chemical spraying and local charter business operating in Canada. Included in such assets were the Whitecourt Facility, Rocky Mountain House Facility and Villeneuve Facility. Excluded from such offering was the High Level Facility, Rainbow Lake Facility and Grande Prairie Facility.

13. On November 2, 2017 I received a draft Term Sheet from Michael Rempel of OpsMobil outlining the proposed asset sale and purchase price requested by OpsMobil for the Business. A copy of such email and draft Term Sheet are collectively attached hereto and marked as Exhibit "3" to this my Affidavit.

14. Subsequent negotiations occurred between Ryan Tobber and me which ultimately resulted in an agreement on the purchase and sale transaction and corresponding Term Sheet. A copy of the initial Term Sheet agreed upon between OpsMobil and AES (later substituted for 1729613 Alberta Ltd.) and executed by OpsMobil is attached hereto and marked as Exhibit "4" to this my Affidavit (the "**Initial Term Sheet**").

15. The Initial Term Sheet was reviewed by TEC. On November 13, 2017 Mark Horrox of TEC advised OpsMobil that he wanted to speak directly with me about the deal. Thereafter, Mark Horrox and I entered into direct negotiations wherein the Initial Term Sheet was revised a number of times to change the following deal points demanded by TEC:

(a) purchase price increased from $1,500,000 to $2,300,000 for the Whitecourt Facility;

(b) a helicopter added to the assets sold;

(c) purchase price increased for the added helicopter of $290,000.00;

(d) secured accounts payable amount owed by OpsMobil to Rilpa and Classic to be a fixed amount, determined to be a total of $1,748,652.23; and

(e) allocation of purchase price to include no value for Villeneuve Facility.

16. Attached hereto and marked collectively as Exhibit "5" are my emails dealing with the negotiations surrounding the Term Sheet involving TEC and myself.

17. As part of the negotiations between Mark Horrox and me regarding the Term Sheet, Mark Horrox caused to be provided to me on November 1, 2017 an appraisal on the Whitecourt Facility to substantiate the increased value TEC was seeking in the transaction for the Whitecourt Facility (the "**Whitecourt Facility Appraisal**"). Mark Horrox advised this was important to TEC as TEC was required to rely on a formal appraisal as part of the transaction. A copy of such appraisal is attached hereto and marked as Exhibit "6" to this my Affidavit.

18. The Whitecourt Facility Appraisal opines that the fair market value for the Whitecourt Facility is $2,750,000.00 as of September 13, 2016.

19. I am aware that the Whitecourt Facility and three other facilities owned by OpsMobil had been marketed for sale for approximately two years prior to November 2017, however there was no interest in any of those facilities.

20. In reliance on the Whitecourt Facility Appraisal as presented by TEC, and at the insistence of TEC I agreed to increase the purchase price related to the Whitecourt Facility from $1,500,000 to $2,000,000 and then again higher to $2,300,000, all to meet the demands of TEC.

21. The Whitecourt Facility Appraisal states that the lease rate payable by OpsMobil to the landlord for the Whitecourt Facility is $1.00/square metre.

22. I subsequently discovered after execution of the PSA that OpsMobil, and I also believe TEC, were aware during our negotiations surrounding the Term Sheet and before execution of the PSA, but did not disclose to me, that the lease rate for the Whitecourt Facility had been earlier advised by Woodlands County to increase on January 1, 2018 from $1.00/square metre to $2.75/square metre, thereby substantially affecting, and reducing, the value of the Whitecourt Facility. Nonetheless AES was and is prepared to honor the deal which has been struck.

23. Attached hereto and marked collectively as Exhibit "7" to this my Affidavit are copies of the proposed new leases for the Whitecourt Facility forwarded by Woodlands County to OpsMobil reflecting this new lease rate increase and change in lease conditions. It is important to note that the proposed new lease agreements are dated November 21, 2017.

III. TERM SHEET

24. On November 21, 2017 TEC executed, provided its consent and agreement to the Term Sheet.

25. The Term Sheet is attached as Exhibit "C", Tab C of the First Mizera Affidavit.

26. The Term Sheet specifically states that: "Until the execution of definitive agreements" the Term Sheet is non-binding. The parties executed the definitive PSA agreement and, accordingly, the Term Sheet is binding upon the parties.

27. Mark Horrox throughout our negotiations of the Term Sheet and thereafter continuously assured, committed, and represented to me that TEC:

(a) was committed to the purchase and sale;

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

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

(d) the purchase price is payable through an assumption of secured debt of certain accounts payable owed by OpsMobil to Rilpa and Classic in the amount of $1,748,652.23 with the balance, subject to adjustment, in cash equivalent;

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

(f) that AES would be entitled to operate and be in possession of the Business as of the effective date of November 1, 2017; and

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

IV. PSA AND TSA

28. AES relied upon the above stated 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, TSA and operation of the Business.

29. The PSA and TSA are respectively attached as Exhibit C, Tab A and Tab B of the First Mizera Affidavit.

30. Prior to execution of the PSA and TSA by the parties, TEC was actively involved in the drafting, review and approval of the PSA and TSA. A sample of such direct and active involvement of TEC with such definitive document preparation is evidenced in the emails attached hereto and collectively marked as Exhibit "8" to this my Affidavit.

31. I am informed by Ryan Tobber and Exhibit "C" Tab Q to the First Mizera Affidavit and do verily believe that TEC confirmed its assurances, commitments and representations, and reviewed, and approved and consented to the PSA and TSA before OpsMobil executed such agreements, as directed and approved by TEC.

V. FINAL CLOSING

32. OpsMobil, AES and, expressly and at times implicitly, 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 OpsMobil deliverables on closing, to complete the closing documents, settle the trust conditions and enable the parties to reach agreement with respect to the Interim Statement of Adjustments (the "**ISOA**").

33. On an overall basis, closing was complicated and prolonged by OpsMobil's lack of resources, both in terms of money and people, lack of readiness to sell the assets, and its preoccupation with ongoing issues involving its lender, TEC. As noted below, OpsMobil ability to act was dependent upon the support and action (or lack thereof) of TEC which in the end, sought to improperly obstruct the closing of the transaction.

34. Some of the specific issues dealt with by the parties during the extended closing period included, without limitation: No Interest Letter and Undertaking of Stikeman, Legacy Discharges, Closing Documents, Trust Letter, ISOA and Unpaids, Encroachments of Whitecourt Facility, Rocky Mountain House Lease, and Whitecourt Facility Leases and Environmental Reports. These are discussed below.

A. TEC No Interest Letter and Undertaking of Stikeman

35. In accordance with the PSA OpsMobil has an obligation to deliver to AES the purchased assets and Business free and clear of any and all encumbrances.

36. I am advised by legal counsel for AES and do verily believe that AES's legal counsel received the first draft of TEC No Interest Letter from counsels for OpsMobil and TEC on January 17, 2018, well after the originally contemplated closing date.

37. I understand from AES's legal counsel that the TEC No Interest Letter was redrafted 11 times by legal counsel for OpsMobil, AES and TEC before the parties reached agreement on its form. Final form of such No Interest Letter was reached on or about February 5, 2018. A copy of such final form No Interest Letter is attached to the First Mizera Affidavit and marked as Exhibit "C", Tab P.

38. The Undertaking of Stikeman which involved the discharge of TEC encumbrances was redrafted a number of times and finalized on or about the same time as the No Interest Letter. The final form of the Undertaking of Stikeman is attached to the First Mizera Affidavit and marked as Exhibit "C", Tab P.

39. All of this shows TEC was working towards a closing long after the originally contemplated closing date.

B. Legacy Discharges

40. The Legacy Discharges relate to old encumbrances improperly registered by the Bank of Montreal, and assumed by TEC as OpsMobil's new lender, against the helicopters of Rilpa and Classic. These encumbrances were continually promised to be discharged by BMO, and then TEC, but never completed.

41. The Legacy Discharges are a vendor deliverable in accordance with Clause 6.2 (m) of the PSA.

42. As a result of AES's constant insistence and diligence, not until approximately March 4, 2018 did TEC remove most, but not all, of such Legacy Discharges. Throughout this process there seemed to be constant confusion on behalf of TEC as was to what needed to be discharged and a general reluctance to discharge anything.

C. Closing Documents

43. As indicated in the Trust Letter (identified below), there are approximately 85 closing documents to be executed and exchanged between the parties on closing. Some of these closing documents required additional discussion between the parties to finalize the form of such documents including the Software Agreement, Sublease Agreement, Non-Competition Agreement, Mutual Releases, Right of First Refusal, Assignments, etc.

44. Most of these closing documents were continually being redrafted by counsel for OpsMobil which in my opinion unduly extended the process. The last of the closing documents, being the Sublease Agreement, was finally approved by counsel for OpsMobil in May, 2018. All of the closing documents are and remain finalized.

D. Trust Letter

45. The trust conditions set forth in the Trust Letter were discussed at length, revised and confirmed among legal counsel for OpsMobil, AES and TEC. Issues resolved included the delivery of the TEC No Interest Letter and Stikeman Undertaking, the registration of the transfer of land in accordance with the Alberta land registration system, and matters related to holdbacks. I am informed by counsel to OpsMobil that TEC was involved in drafting some of these documents.

46. I am advised by AES's counsel and do verily believe that there were 15 drafts of the trust letter. The final draft was approved and confirmed on May 29, 2018. The final form of trust letter is attached as Exhibit "C", Tab P, to the First Mizera Affidavit.

47. Attached hereto and marked collectively as Exhibit "9" to this my Affidavit are emails reflecting a sampling of the involvement of counsel for TEC in drafting the trust letter.

48. I do verily state that on or about April 16, 2018 Ryan Tobber advised me (and others) in a conference call that OpsMobil had no further funds to complete OpsMobil's obligations for closing, including completing and paying for the environmental reports required by Woodlands County, paying the unpaid credits and dealing with the encroachment issues (all as described below). Ryan Tobber asked AES to come up with a solution to assist with the closing.

49. On April 16, 2018 AES decided it had no viable option but to accept certain additional risks in order to close the transaction. On this date, counsel for 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, including environmental reports, unpaid credits of OpsMobil as set out in the ISOA and encroachment agreements. These new closing mechanisms are described in an amended trust letter which is attached hereto and marked as Exhibit "10" to this my Affidavit.

50. On or about April 24, 2018 Casey Howell of TEC advised that TEC was not agreeable to any holdbacks being released to AES if OpsMobil did not perform its obligations by the agreed stated dates. TEC wanted such holdbacks forwarded to TEC on such set end dates regardless of any lack of performance by OpsMobil. A copy of such email is attached hereto and marked as Exhibit "11" to this my Affidavit.

51. I am advised by legal counsel for AES and do verily believe that on April 24, 2018 counsel for AES did telephone Casey Howell to discuss TEC's position and express to Casey Howell that TEC's position made no sense conceptually or from AES's risk perspective. Casey Howell advised that he would further review this matter with his investment committee and advise.

52. I am advised by counsel for AES and do verily believe that on May 9, 2018 counsel for AES had a further conversation with Casey Howell regarding the closing trust conditions and holdbacks. I understand that both legal counsels felt it was a productive discussion. Attached hereto and marked as Exhibit "12" to this my Affidavit is a copy of the email response received by AES's counsel from Casey Howell following such telephone discussion.

53. On May 10, 2018 I had a conversation with Mark Horrox regarding the outstanding environmental reports, holdbacks and closing issues. Mark and I reached an understanding that AES would drop the Encroachment Holdback and Unpaid Credits Holdback and TEC would ensure the Unpaid Credits were paid on closing and approve a $250,000 holdback for the environmental reports. TEC would also instruct OpsMobil to close and resolve all issues regarding the ISOA as soon as possible. Mark Horrox represented to me that he continued to be in favour of the final closing of the PSA. A copy of Mark Horrox's email to Ryan Tobber following our conversation is attached to the First Mizera Affidavit and marked as Exhibit "C", Tab O.

54. Following my telephone discussion with Mark Horrox, and in accordance with such agreement, counsel for AES and counsel for OpsMobil revised and agreed upon a trust letter to govern closing of the PSA. A copy of such final trust letter is attached to the First Mizera Affidavit and marked as Exhibit "C", Tab P.

55. Attached as Exhibit 13 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC (forwarding an earlier email chain) with the final trust letter, and requesting TEC's timing for two possible closing dates of May 30, 2018 or June 4, 2018. There is no email response from TEC.

E. ISOA, Unreconciled Accounting Items and Unpaid Credits

56. Due to extension of closing required in order to allow OpsMobil to complete its obligations under the PSA, it became a huge undertaking for the accountants of OpsMobil and AES to continually revise and update the ISOA and reach ongoing agreements regarding such items of expense and credits.

57. This process of reaching agreement on the ISOA was made even more difficult by the lack of personnel and number of personnel leaving OpsMobil.

58. Certain credits sought by OpsMobil in the ISOA were unpaid by OpsMobil. The verification process to determine which of the credits sought by OpsMobil in the ISOA had actually been paid by OpsMobil was an ongoing immense problem and caused increased delay.

F. Encroachments

59. On January 26, 2018 OpsMobil forwarded to AES Real Property Reports for the Whitecourt Facility and on April 17, 2018 a Real Property Report for the Rocky Mountain House Facility, being a vendor deliverable in accordance with Clause 6.2 (f) of the PSA. Letters of compliance for the Whitecourt Facility and Rocky Mountain House Facility were delivered to AES on or about May 24, 2018. Copies of the Real Property Reports and Letters of Compliance/Certificates of Compliance delivered by OpsMobil are attached hereto and collectively marked as Exhibit "14" to this my Affidavit.

60. As evidenced by such Real Property Reports and Letters of Compliance of the Whitecourt Facility, certain buildings and structures located on the lands encroach on neighbouring lands.

61. AES requested that OpsMobil seek to obtain encroachment agreements from the adjoining landowners allowing such encroachments to remain, and with respect to the minor encroachments (i.e. seacans) to relocate same properly onto the property. Of particular concern to AES are the buildings which in large encroach onto a public roadway and public utility easement.

62. On May 4-7, 2018 counsel for OpsMobil advised counsel for AES that he was receiving no response or assistance from Woodlands County in dealing with the encroachment issues and requested AES's assistance in completing same. A copy of such email chain is attached hereto and marked as Exhibit "15" to this my Affidavit.

63. Woodlands County subsequently advised the parties that they would not deal with such encroachment issues until the new leases with AES were completed and the environmental reports provided by OpsMobil to Woodlands County.

G. Rocky Mountain House Lease

64. A new lease or transfer of the existing lease for the Rocky Mountain House Facility is required for closing pursuant to Clause 6.2 (b) of the PSA.

65. On January 10, 2018 Michael Rempel of OpsMobil confirmed in an email his conversation with Alison Spence of the Town of Rocky Mountain that the Airport Commission wanted AES to enter into a new lease rather than have an assignment of the existing lease from OpsMobil to AES. Further, that the Airport commission approval was required for a new lease and such Airport Commission would not meet until some uncertain date in February. A copy of such email is attached hereto and marked as Exhibit "16" to this my Affidavit.

66. I understand that the Airport Commission was not able to meet in February and such meeting was rescheduled to March 16, 2018.

67. On March 16, 2018 AES received notification from the Town of Rocky Mountain House that the Airport Commission approved a new lease for AES related to the Rocky Mountain House Facility. A copy of such confirming email is attached hereto and marked as Exhibit "17" to this my Affidavit.

H. Whitecourt Leases and Environmental Reports

68. Again, a new lease or a transfer of the existing lease for the Whitecourt Facility is required to be delivered by OpsMobil to AES for closing the PSA pursuant to Clause 6.2(b) of the PSA.

69. As evidenced by the purchase price allocation set forth in Clause 2.5 of the PSA, the Whitecourt Facility is the major purchased asset, equating to approximately 70% of the value of the assets being purchased pursuant to the PSA.

70. In accordance with OpsMobil's existing leases with Woodlands County (paragraph 12) OpsMobil has an obligation upon surrender of such leases to deliver to Woodlands County an environmental assessment confirming that the lands and premises are free and clear of any environmental damage. A copy of paragraph 12 of such leases evidencing such obligation is attached hereto and marked as Exhibit "18" to this my Affidavit.

71. Pursuant to Clause 6.2 (b) of the PSA, AES opted to enter into new leases with Woodlands County. Such joint instructions to prepare new leases for AES were provided by OpsMobil and counsel for AEs to Woodlands County on February 7, 2018, a copy of such email chain is attached hereto and marked as Exhibit "19".

72. On February 14, 2018 counsel for Woodlands County, Jill Sheward of Brownlee LLP, provided to counsel for AES draft new lease agreements for the increased rental rate, indemnity agreement by OpsMobil in favour of Woodlands County, Surrender and Termination of Lease, and Consent to Surrender of Lease of TEC. The cover email indicated that Woodlands County required security to be posted by OpsMobil for the Environmental Obligation. A copy of such email and Indemnity Agreement attached thereto are attached to this my Affidavit and collectively marked as Exhibit "20".

73. I do verily believe that at some point before the end of February, 2018 OpsMobil offered to Woodlands County the sum of $50,000 as a security deposit for the Indemnity Agreement. I understand this was refused by Woodlands County. This discussion is evidenced by the email chain attached hereto and marked as Exhibit "21" to this my Affidavit.

74. I subsequently heard that Woodlands County after its council meeting on March 2, 2018 expressed to Ryan Tobber that the County may consider a security deposit of upwards to a million dollars, but such idea was refused by OpsMobil.

75. The discussions regarding the security deposit to be posted by OpsMobil evolved between OpsMobil and Woodlands County to the point where it was agreed that instead of an Indemnity Agreement and security deposit being posted, OpsMobil would simply remove the underground fuel tanks and perform the required environmental reports and any environmental remediation work.

76. The agreement between OpsMobil and Woodlands County regarding removing the underground fuel tanks and performing the required environmental reports is reflected in a letter which counsel for AES received from counsel for Woodlands County dated March 14, 2018, a copy of which is attached hereto and marked as Exhibit "22" to this my Affidavit.

77. On or about March 22, 2018, AES and Woodlands County reached an agreement on the form of the new leases, effective upon satisfactory completion by OpsMobil of removal of the underground fuel tanks, providing the required environmental reports and completion the environmental remediation. Copies

of the letter from Woodlands County confirming same is attached hereto and marked as Exhibit "23" to this my Affidavit.

78. On April 17, 2018 counsel for AES requested counsel for Woodlands County to confirm the parties' understanding regarding the execution and completion of such new leases, a copy of such letter is attached hereto and marked as Exhibit "24" to this my Affidavit.

79. On April 24, 2018 counsel for Woodlands County confirmed the parties' understanding that Woodlands County would enter into the new lease agreements, in the agreed form, upon receipt of:

> "(a) signed Surrender and Termination Agreements from OpsMobil Inc.;
>
> (b) signed Consent to Surrender of Lease from TEC;
>
> (c) receipt of all environmental reports confirming that OpsMobil's environmental obligations have been satisfied, with no environmental damage and have not been properly and fully remediated."

A copy of such letter is attached hereto and marked as Exhibit "25" to this my Affidavit.

80. I do verily believe that in March of 2018 OpsMobil retained Matrix Solutions Inc. ("**Matrix**") to perform the necessary environmental work required by Woodlands County, however this work has not been completed. An email from Ryan Tobber in that regard is attached and marked as Exhibit "26".

81. I now know the reason why Matrix has not completed its environmental work. Matrix was unpaid for the work performed. I understand from Ryan Tobber and do verily believe that TEC refused to allow such payment of the indebtedness owed to Matrix, being an unsecured debt.

82. On or about January 17, 2018 OpsMobil provided to AES an environmental document review conducted by Matrix of the Whitecourt Facility, the Rocky Mountain House Facility, and the Villeneuve Facility.

83. On or about March 27, 2018 OpsMobil provided to AES Phase I environmental reports for the Whitecourt Facility prepared by Matrix (collectively, the "**Phase I Reports**"). Attached hereto and marked as Exhibit "27" is an email from OpsMobil dated April 6, 2018 confirming receipt of the Phase I Reports, and indicating that Phase II Environmental Reports were required from Matrix as it was agreed by the parties, including Woodlands County, that Phase II Environmental Reports for the Whitecourt Facility were required for the areas of concern identified in the Phase I Reports, particularly for the area near the underground fuel tanks and where fuel had been previously stored on the lands.

84. Further, it was also agreed between OpsMobil and AES that a Phase II Environmental Report was required for the areas of concern identified in respect of the Rocky Mountain House Facility, particularly where fuel storage tanks had been removed.

85. Phase II environmental reports have yet to be undertaken by OpsMobil in respect of the Whitecourt Facility or Rocky Mountain House Facility due to lack of funding from TEC as set out below.

86. As indicated in the First Mizera Affidavit, at this time TEC was actively managing OpsMobil, particularly which payables OpsMobil was permitted to make. Attached as Exhibit 28 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC dated April 11, 2018 (forwarding an earlier email chain)

stating "Now the Phase 2 are being held up due to no money". There is no email response from TEC. Earlier emails in this Exhibit indicate Matrix was then owed $40,322.25.

87. Attached as Exhibit 29 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC dated April 17, 2018 (forwarding an earlier email chain) again indicating that Matrix needs to be paid to get the Phase II work started, and "its on the list from last week". Again there is no email response from TEC to this email.

88. Attached as Exhibit 30 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC dated May 7, 2018 (forwarding an earlier email chain) stating in part "As you well know, the environmental reports can not get completed (noted in an earlier email) until we make payment to Matrix promised weeks ago (many cash requests outstanding) and the ISOA can not be completed until the trust funds are sent back. Please advise." Again there is no email response from TEC to this email.

89. Attached as Exhibit 31 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC dated May 10, 2018 (forwarding an earlier email chain) stating "to be clear this will prevent the environmental report completion and the release of the holdback." Earlier emails in this email chain are emails from Matrix stating they will not continue their work unless they are paid. Again there is no email response from TEC to this email.

90. In the foregoing Exhibits there is also discussion about a different topic, being the return of trust funds to OpsMobil by TEC, which is unrelated to the Matrix environmental reports. However, for completeness, attached as Exhibit 32 is an email from Ryan Tobber of OpsMobil to Mark Horrox of TEC dated May 7, 2018 (forwarding and earlier email chain) which further demonstrates that TEC was managing the payables of OpsMobil and delaying on the issue of returning trust funds, which in turn delayed closing the PSA.

VI. SPECIFIC RESPONSE TO THIRD AFFIDAVIT OF MARK HORROX

91. It is a misnomer to try and characterize the purchase and sale transaction as anything but one purchase and sale transaction which had been agreed to by all the parties, including TEC. Contrary to the allegations of Mark Horrox, there was not a series of transactions between the parties requiring the ongoing approval of TEC. TEC agreed to, and consented to, the Term Sheet, PSA, TSA, closing conditions and AES retaining possession and operating the Business to the present date.

92. The purchase price always remained as agreed at $3,275,000.00, subject to adjustments. With the agreed adjustments, the cash to close equivalent component is $1,631,415, exceeding the expectations of TEC as stated in paragraph 50 of the Third Horrox Affidavit of $1,526,348 and, later $1,507,000 as per Mark Horrox's email of May 10, 2018 (Exhibit "R" of the Third Affidavit of Mark Horrox).

93. OpsMobil has the obligation pursuant to its leases with Woodlands County to deliver acceptable environmental reports to Woodlands County before the leases can be transferred or the existing leases surrendered for new leases with AES. Contrary to paragraphs 44 and 45 of the Third Affidavit of Mark Horrox this is not "additional environmental diligence" required by AES for the purpose of delay as alleged, but to the contrary, contractual obligations of OpsMobil to Woodlands County.

94. Proper funding of the environmental reports was crucial to the completion of such environmental reports, timely delivery of the leases to AES and closing. It is important to note that Mark Horrox's Third Affidavit is silent about TEC's funding (and in particular, lack of funding) of such reports on behalf of OpsMobil. No money, meant no environmental reports and no closing. TEC controlled the cash flow and bank accounts of OpsMobil and, accordingly, controlled the closing. TEC obstructed closing of the PSA and acted in bad faith.

95. The step undertaken by AES to agree to a holdback of $250,000 (which is not a reduction to the purchase price as alleged in paragraph 48 of the Third Affidavit of Mark Horrox) for the later provision of environmental reports is evidence of AES's willingness to expedite closing despite the unknown risk of the costs of the environmental reports and environmental remediation work to be performed. The holdback amount of $250,000 and the outside date for completion of such work was accepted and agreed by all parties, including TEC.

96. It is absolutely false to allege or suggest that AES at any point in time delayed or sought to delay closing. Ryan Tobber, Counsel for OpsMobil and counsel for AES will verify and, if need be, testify to the contrary.

97. It is also absolutely untrue to allege that AES sought to delay closing for any monetary advantage as alleged in paragraphs 51 and 64 of the Third Affidavit of Mark Horrox. To the contrary, AES has been funding the operation of the Business for over 8 months without any realizable return pending closing. It was then, and remains now, imperative for AES to close the transaction as soon as possible and receive the ATB trust monies which AES has earned. The time of the season or financial condition of OpsMobil had nothing to do with closing, as incorrectly stated in the third Affidavit of Mark Horrox.

98. Contrary to paragraph 55 of the Third Affidavit of Mark Horrox, Mark Horrox never expressed to me during our conversation of May 10, 2018 that our understanding regarding the holdbacks was ever conditional upon anything, including it was not "conditional on a closing taking place as soon as possible". Further, following our conversation, legal counsel for both OpsMobil and AES worked diligently to complete the final closing and were ready to transact same by May 30, 2018.

99. It is also entirely false to state that AES was at all times aware of the "perilous financial condition" of OpsMobil and OpsMobil's relationship and dealings with TEC. OpsMobil's dealings with TEC were private to OpsMobil and TEC. Albeit that AES was concerned about the apparent financial difficulty OpsMobil was experiencing, I was told on many occasions by Ryan Tobber not to be concerned as OpsMobil/Ranch had many new opportunities and prospects for funding OpsMobil in its expanding business, including a replacement lender and additional capital. I also was advised that a forbearance agreement would be put in place with TEC until such replacement financing could be completed. To the contrary of what Mark Horrox alludes in his Affidavit as to my knowledge or imputed knowledge of the financial condition of OpsMobil (which is incorrect), at no time did Mark Horrox or anyone at TEC ever express to me or any other representative of AES concerns about the financial condition of OpsMobil or advise me that closing was in jeopardy due to the financial condition of OpsMobil. The first time I heard from Mark Horrox that closing would not occur because TEC wanted for financial reasons to put OpsMobil in receivership was in a telephone conversation Mark Horrox and I had in June. At all times before this said telephone conversation, I understood that closing was occurring as agreed.

100. At no time has TEC ever expressed to AES that it objects to AES remaining in possession and operating the Business. The Third Affidavit of Mark Horrox is silent as to any objection TEC has regarding the conduct of the Business and funding of the Business by AES.

101. At no time between November 2017 and June of 2018 did TEC state or imply that there was no deal in place between OpsMobil and AES, or that TEC did not support the deal. TEC's current position appears to have coincided with its decision to demand its loans and commence these proceedings.

VII. REMAINING READY, WILLING AND ABLE TO CLOSE

102. As stated in the First Mizera Affidavit, and continuing until this matter is judicially determined, AES remains ready, willing and able to close the PSA as agreed, and to honour its obligations under the PSA and TSA. AES continues to elect to complete the purchase of the assets and Business pursuant to the provisions of the PSA.

103. The entire cash to close monies in the amount of $1,631,415 remains on deposit in the trust account of counsel for AES. At no time has AES or its counsel withdrawn any such closing monies from the trust account of counsel for AES, except for AES's tender upon OpsMobil's counsel of June 27, 2018, as described in paragraph 8 of the First Mizera Affidavit.

104. In response to AES's tender of June 27, 2018, counsel for OpsMobil advised that they could not accept such trust conditions and such monies have been returned to the trust account of counsel for AES. A copy of such response letter is attached hereto and marked as Exhibit "33" to this my Affidavit.

105. In anticipation of a closing in February, 2018 AES's counsel attended at the offices of counsel for OpsMobil on February 20, 2018, as agreed, to review the closing documents and receive execution pages of such closing documents for my execution. I executed each signature page to the closing documents and the purchaser deliverables on February 21, 2018. Counsel for AES has been holding such execution pages and purchaser deliverables pending receipt from OpsMobil of the Trust Letter and vendor deliverables described therein and as set forth in the PSA.

106. Notwithstanding that OpsMobil failed to deliver the agreed Trust Letter and vendor deliverables, the signature pages to the closing documents and purchaser deliverables were tendered upon to counsel for OpsMobil on June 27, 2018 as described in paragraph 8 of the First Mizera Affidavit. OpsMobil rejected such tender I understand at the insistence of TEC.

107. I do verily believe that it is highly improper for TEC to have consistently confirmed and agreed upon closing of the PSA, an in particular directly with me on May 10, 2018, yet within less than 3 weeks thereafter renege on such agreement and actively obstruct the closing of the PSA. I believe that TEC should be estopped from reversing its position and engaging in such conduct by this Honourable Court.

VIII. UNIQUE BUSINESS

108. The Business is a leader in the surveillance sector and has been in continuous operation since 1985at its present strategic location in Whitecourt, Alberta. The major focus of the Business is aerial surveillance, particularly pipelines. The highly specialized services provided by AES to its customers relate to flying specially modified aircraft with highly sensitive equipment over pipelines to detect changes and potential problems with such pipelines and providing resultant reports to the customers. These reports are very important to the customers for their own compliance, safety and regulatory requirements with the government. Pipeline integrity is reliant upon the reports from the Business.

109. To my knowledge, the Business has few competitors providing similar services in Alberta, and none of them have unique and proprietary software systems which AES uses to service its customers. Furthermore, this software system cannot be acquired elsewhere. Therefore, it is impossible for AES to replicate the deal embodied in the PSA by making another acquisition. The PSA is therefore a unique opportunity.

110. In particular, the Business is particularly unique from its competitors in that the Business developed its own proprietary software (WARS) which transposes the flight and data information gathered from the aircraft flying into reports for the customers for their own internal and regulatory reporting. The software and reporting system has been integrated with a number of key customers who are reliant on such form and type of reporting developed by the Business.

111. Further, the Business has been strategically and uniquely located with hangers and operational bases in Whitecourt, Rocky Mountain House and Villeneuve, being the operational areas of interest of the particular customers serviced by the Business.

112. I do verily state that I have reviewed the possibility of seeking an alternate hanger for a base of operations in Whitecourt and advise that there is no such alternative hanger of similar capacity and amenities available.

IX. CONSEQUENCES OF NOT CLOSING THE PSA

113. Presently AES has obtained its own Aircraft Operating Certificate ("**AOC**") and Aircraft Maintenance Organization ("**AMO**") accreditation from Transport Canada. These accreditations allow AES to operate and maintain the aircraft of the Business.

114. On July 20, 2018 the receiver terminated the employees of OpsMobil including the chief pilot and director of operations. As a result, OpsMobil's AOC and AMO have been suspended by Transport Canada. As a result OpsMobil cannot fly or maintain aircraft and therefore cannot operate the Business.

115. Accordingly, in the event the PSA does not close and the Business reverts to OpsMobil the receiver will likely liquidate the assets. Should this occur:

(a) the customers of the Business would not receive the pipeline monitoring and surveillance services provided by AES, resulting in immediate, and potentially catastrophic, environmental, health and safety risks;

(b) the customers would be in violation of their regulatory obligations; and

(c) there would be a nearly complete loss of value as the operating Business is considerably more valuable then the assets in a liquidation.

116. Just as importantly, 41 people currently working for AES will lose their jobs.

X. CONTINUING EQUITIES

117. I do verily state and the fact is that AES has acted as a prudent owner in possession of the Business since November 1, 2017, and in doing so has preserved and improved its value. This cannot be equitably compensated for with damages.

118. At the time AES took possession of the Business, the Business was in serious decline and peril for lack of financial resources and improper management. Aircraft were in need of immediate maintenance and repairs. Only one of the fixed wing aircraft was serviceable for use, the other six were grounded. Many customers were unsatisfied with the level of service and there was a backlog of compliance reports and surveillance hours not flown. Vital vendors were threatening to cancel contracts such as Aeronet. Suppliers were threatening to close accounts and services. Employees were looking for alternate employment, etc.

119. AES has and continues to spend considerable time and money (as stated in the First Mizera Affidavit and now in excess of $2,500,000 without a realizable return), repairing the damage done to the Business, including, without limitation:

(a) making serviceable and restoring to proper operational condition the aircraft and helicopter including purchasing/installing parts, equipment and overhauling engines, etc.;

(b) implementing proper operational controls and procedures necessary for aviation regulatory requirements;

(c) restoring the confidence of customers that the services will be provided as contracted for such customers' regulatory and compliance issues;

(d) cleaning up and bringing current the backlog of compliance reports and flying the necessary surveillance hours;

(e) building credibility with the suppliers to ensure delivery of prompt service and materials;

(f) restoring the relationship with the landlords of the Facilities; and

(g) ensuring employees payment security and future growth prospects.

120. AES's preservation of the Business benefited OpsMobil as the locating and hiring of chief pilots by AES brought OpsMobil's AOC back into compliance (at that time), thereby allowing OpsMobil to continue its flying operations, earn revenue and not be grounded, all for the benefit of TEC.

121. AES has also been successful in growing the Business. To date, AES has renewed about 12-15 contracts with existing customers, and added and committed to service 13 new customers whose contracts varying in length from 1 year to 4 years. None of these customer contracts contain a right of cancellation by AES.

122. AES has now hired most of the former OpsMobil's employees related to the Business, thereby removing such liability and termination payment obligations from OpsMobil, to OpsMobil's and TEC's benefit.

123. AES has also spent considerable time and effort meeting the various regulatory requirements of Transport Canada to obtain its own AOC and AMO.

124. As stated in the First Mizera Affidavit, 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. Further, as previously stated, 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.

125. All of this has been to the detriment of AES, and was done in reliance that the PSA would close.

126. Moreover, the foregoing represents significant changes AES has made to the Business, and therefore it would be unjust to AES, and a windfall to OpsMobil to return the Business to OpsMobil.

127. For reason of the aforesaid facts and those stated in the First Mizera Affidavit, I do verily believe that in the event OpsMobil and TEC are permitted evade and not honour their obligations to AES both OpsMobil and TEC would be unjustly enriched to the detriment and irreparable harm of AES.

128. As well, customers of the Business will have immediate issues of safety, compliance, and regulatory matters to deal with which will likely put them offside the government regulations for some length of time until alternate services are secured.

129. The jobs of 41 people currently working for AES will only continue with AES owning the Business.

130. I do verily believe that this Honourable Court should require TEC to observe standards of honesty, fairness and reasonableness consistent with the assurances, representations and commitments made by TEC, as a lender in possession, to AES in this transaction.

131. I make this Affidavit in support of an order vesting the assets and Business in AES in free and clear of all encumbrances of TEC in accordance with the PSA, and for no improper purpose.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 3 day of August, 2018.	)	
	)	
	)	
(Commissioner for Oaths in and for the Province of Alberta)	)	KENNETH I. MIZERA

David LeGeyt
Barrister & Solicitor

David LeGeyt
Barrister & Solicitor

THIS IS EXHIBIT "1" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the _____ day of February, 2018.

AMONG:

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

- and –

RILPA ENTERPRISES LTD. and
CLASSIC HELICOPTERS LTD.
bodies corporate duly incorporated
pursuant to the laws of the Province of Alberta

(collectively, the "Third Parties")

OF THE THIRD PART

RECITALS:

A. OpsMobil and Airborne entered into a Purchase and Sale of Assets Agreement dated December 14, 2017 (the "PSA") wherein OpsMobil, as vendor, agreed to sell and, Airborne, as purchaser agreed to purchase the assets and ongoing business related to OpsMobil's aviation division of aerial surveillance and scanning, aerial spraying and aircraft charter (the "Business") for the purchase price of $3,275,000.00 (the "Purchase Price").

B. Pursuant to the PSA the Purchase Price shall be paid, in part, on Closing by Airborne assuming the indebtedness and responsibility to repay certain monies owed by OpsMobil to Rilpa Enterprises Ltd. and Classic Helicopters Ltd. as of November 1, 2017, in the total amount of $1,748,652.23 (the "Accounts Payable").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals and Defined Terms. The Recitals form part of this Agreement. Capitalized terms used but not defined herein, shall have the same meaning as given in the PSA.

2. Assignment. OpsMobil hereby assigns, transfers, sets over and conveys to Airborne the Accounts Payable and all obligations to be performed in connection therewith, absolutely, from and after Closing.

3. Assumption. Airborne hereby accepts the assignment, transfer and conveyance of the Accounts Payable and expressly assumes, covenants and agrees with OpsMobil and the Third Parties that Airborne shall, at all times from and after Closing, be bound by, observe, perform and repay the Accounts Payable, obligations and liabilities related thereto to the same extent as if Airborne had been a party thereto in the place and stead of OpsMobil.

4. Consent. Each of the Third Parties does hereby:

(a) consent to the assignment by OpsMobil to Airborne of the Accounts Payable and all obligations to be performed in connection therewith from and after Closing; and

(b) agree to execute and deliver on Closing a Release and Discharge of Liability in favour of OpsMobil in respect of its obligation to repay the Accounts Payable, in the form attached hereto and marked as Schedule A.

5. Limitation on Release by Third Parties. Nothing herein contained shall be construed as a release of OpsMobil from the obligations and liabilities under or with regard to:

(a) matters related to a Storage Agreement between any one of the parties comprising OpsMobil and Classic Helicopters Ltd. dated July 29, 2015 (the "Storage Agreement") in respect of certain helicopter parts, components and operational equipment formerly part of the personal property of Abitibi Helicopters Ltd., in Receivership (the "Abitibi Package") ;

(b) any obligations and liabilities with respect to any matter or time period occurring after the date hereof; and

(c) other matters not specifically referred to herein.

6. 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 transaction contemplated hereby, provided such documents, instruments or actions are consistent with the provisions of this Agreement and accepted industry practices. 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.

7. 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 and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.

8. Notices.

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

Any member of OpsMobil:

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

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

Airborne and any member of the Third Parties:

480 Aviation Way N.E.
Calgary, AB
Attention: Kim 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.

9. 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.

(Signature page follows)

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

OpsMobil Group Inc.

Per: ______________________________
Ryan Tobber, President & CEO

OpsMobil Inc.

Per: ______________________________
Ryan Tobber, President & CEO

OpsMobil Energy Services Inc.

Per: ______________________________
Ryan Tobber, President & CEO

Airborne Energy Solutions Inc.

Per: ______________________________
Kenneth I. Mizera, President

Rilpa Enterprises Ltd.

Per: ______________________________
Kenneth I. Mizera, President

Classic Helicopters Ltd.

Per: ______________________________
Kenneth I. Mizera, President

MUTUAL RELEASE AND DISCHARGE OF LIABILITY

KNOW ALL MEN BY THESE PRESENTS THAT EACH OF RILPA ENTERPRISES LTD. and CLASSIC HELICOPTERS LTD., of the City of Calgary, in the Province of Alberta, for and on behalf of itself, its successors and assigns (individually and collectively, the "RELEASORS") pursuant to a Purchase and Sale of Assets Agreement between OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (collectively, "OPSMOBIL"), as vendor, and Airborne Energy Solutions Inc. ("AIRBORNE"), as purchaser, dated December 14, 2017 (the "PSA") and for and in consideration of the sum of ONE ($1.00) DOLLAR and an Assignment and Assumption of Indebtedness Agreement among OPSMOBIL, AIRBORNE and RELEASORS dated February ____, 2018 (the "Assignment and Assumption Agreement") (the receipt and sufficiency of which consideration is hereby acknowledged), have remised, released and forever discharged and by these presents do remise, release and forever discharge each of the parties comprising OPSMOBIL and its respective successors and assigns (individually and/or collectively) of and from any and all manner of action and actions, cause and causes of action, suits, debts, duties, dues, sums of money, accounts, bonds, covenants, express or implied, claims and demands whatsoever at law or in equity which each RELEASOR ever had, or now has, or which the RELEASOR hereinafter can, shall or may have existing up to and inclusive of November 1, 2017 in respect of only the indebtedness owed by OPSMOBIL to the RELEASORS in the agreed total amount of $1,748,652.23 (the "Accounts Payable") arising from all helicopter lease agreements between each of the RELEASORS, individually, as lessors, and each of the parties comprising OPSMOBIL, as lessee (collectively, the "Lease Agreements"). For greater clarity, this Release does not include:

(a) matters related to a Storage Agreement between any one of the parties comprising OpsMobil and Classic Helicopters Ltd. dated July 29, 2015 (the "Storage Agreement") in respect of certain helicopter parts, components and operational equipment formerly part of the personal property of Abitibi Helicopters Ltd., in Receivership (the "Abitibi Package");

(b) matters of business between the parties after November 1, 2017; and

(c) other matters not specifically referred to herein.

Each of the parties comprising OPSMOBIL for the consideration and mutual covenants set forth in the PSA and Assignment and Assumption of Indebtedness Agreement and such other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby release, remise and forever discharges the RELEASORS of and from any and all manner of action and actions, cause and causes of action, suits, debts, duties, dues, sums of money, accounts, bonds, covenants, express or implied, claims and demands whatsoever at law or in equity which it ever had, or now has, or which it, or its successors and assigns hereinafter can, shall or may have by reason of any matter, cause or thing whatsoever existing up to and inclusive of November 1, 2017 in respect of all matters, directly or indirectly, arising out of, in consequence of, or in any way relating to the Lease Agreements and proposed purchase of the Abitibi Package up to November 1, 2017. For greater certainty, each of the Releasors and each of the parties comprising OpsMobil acknowledges and agrees that any payments required to be made by each or either of the Releasors, and any indebtedness and other obligations of each or either of the Releasors, to each or any of the parties comprising OPSMOBIL arising from and after November 1, 2017, whether under any agreement, lease or sublease between the parties or any of them or otherwise, are not released hereunder by the parties comprising OPSMOBIL.

EACH OF THE RELEASORS COVENANTS AND AGREES that the RELEASORS will make no claim or advance any claim, or initiate or maintain any proceedings against any other person, firm, partnership, business, corporation or legal entity which might claim contribution or indemnity against the parties comprising OPSMOBIL, or any of them, with respect to, arising out of, or in any manner connected to the Accounts Payable.

EACH OF THE PARTIES COMPRISING OPSMOBIL COVENANTS AND AGREES that OPSMOBIL will each make no claim or advance any claim, or initiate or maintain any proceedings against any other person, firm, partnership, business, corporation or legal entity which might claim contribution or indemnity against the RELEASORS with respect to, arising out of, or in any manner connected to the Lease Agreements.

THIS RELEASE, including the obligations set forth in the Assignment and Assumption Agreement expresses, constitutes and embodies the entire arrangement among the RELEASORS and the parties comprising OPSMOBIL relating to the matters herein above referred to and supersedes any previous arrangements or understandings with respect thereto and there are no other representations, considerations, terms and conditions, implied or otherwise, made by any party hereto, other than as expressly stated in this Release relative to the matters set forth herein and the Assignment and Assumption Agreement.

EACH OF THE RELEASORS and the parties comprising OPSMOBIL hereby declares that they fully understand the terms and conditions of the within Release and have received or had an opportunity to receive independent legal advice prior to execution of this Release, and that they voluntarily accept the consideration provided for the purpose of all matters as herein above referenced.

THIS RELEASE shall be governed by and be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable herein. Any disputes between the parties arising out of or by virtue of this Release shall be exclusively within the jurisdiction of the Courts of the Province of Alberta, Judicial Centre of Calgary.

(Signature page follows)

IN WITNESS WHEREOF we have hereunto set our hands and seals under the authority of our duly authorized officers this _____ day of February, 2018.

RILPA ENTERPRISES LTD.

PER:________________________________

CLASSIC HELICOPTERS LTD.

PER:________________________________

OPSMOBIL GROUP INC.

PER:________________________________

OPSMOBIL INC.

PER:________________________________

OPSMOBIL ENERGY SERVICES INC.

PER:________________________________

THIS IS EXHIBIT "2" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Kim Mizera

From: Ryan Tobber <ryan.tobber@opsmobil.com>
Sent: Thursday, November 09, 2017 11:47 AM
To: Kim Mizera
Subject: Fwd: Term Sheet
Attachments: Rilpa Enterprises Term Sheet (4).docx

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: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Thu, Nov 9, 2017 at 9:15 AM
Subject: Fwd: Term Sheet
To: Mark Horrox <mark@thirdeyecapital.com>

Mark,

I need to move forward with the deal proposed by Kim this morning. We are out of time.

The company has explored all other known options, namely GSH and Big Rock, and this deal is the only one that has materialized. Management believes this is the right solution for the company for the following:

- Immediate terminations can take place in the aviation department resulting ~$350K in month salary reductions
- The company is not responsible for terminations for the select employees that move over to the new business
- The customers have continuity of a solution - this is important as the OpsMobil brand once had the most premier list of clients and now we have taken a significant hit due to not paying people resulting in significant lost contracts
- We have a standing purchase price for select assets subject to release of interest by secured lenders - given the releases have not be granted on previous deals it is expected that we will only be able to close once TEC is paid out through the refinance

We believe this is the most rational path forward and provides value for the company in both realizing value in select assets and immediate cost reductions. This deal is also consistent with our restructuring plan presented to TEC mid year 2017, a plan in which management has made material progress.

The alternative to not doing this deal is as follows:

- We shut down contracts without notice to clients - reputation and commercial risks
- Park the fleet - the majority of the fleet is already unserviceable given that we have had no maintenance CAPEX for two years. CAPEX support would have preserved the asset values and had a material impact (positive) to the company's cashflows. We believe the preservation/selling costs, additional CAPEX and financing costs would exceed any value that maybe realized beyond the offered purchase price
- Severance costs - the company would be responsible for the full service costs of the aviation employees, this would be in addition to the 1.5 months of payroll still outstanding

There is no objective argument to not proceed with this deal. TEC will retain there security interest until the refinancing is complete and the company will not be burdened with any unnecessary costs. Please advise this morning.

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: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Wed, Nov 8, 2017 at 6:00 PM
Subject: Fwd: Term Sheet
To: Kim Mizera <KimM@rilpa.com>

Kim,

Have a look at this one, let me know what is missing.

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: **Bert Perron** <bert.perron@opsmobil.com>
Date: Wed, Nov 8, 2017 at 5:35 PM
Subject: Fwd: Term Sheet

THIS IS EXHIBIT "3" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, November 02, 2017 12:59 PM
To: Michael Mudie
Subject: FW: Term Sheet
Attachments: Rilpa Enterprises Term Sheet (1).docx; _Certification_.htm

Give me a call when you can
KIm

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: Bert Perron [mailto:bert.perron@opsmobil.com]
Sent: Wednesday, November 01, 2017 6:08 PM
To: Kim Mizera
Subject: Fwd: Term Sheet

Here is also a copy of the draft term sheet. Ryan wants to discuss them with Third Eye tomorrow. Please send me the corrections on the document we looked at this morning.
Ryan is also ok for to use the name of Airborne Energy Solutions.
Give me a call as soon as you can,
Regards
---------- Forwarded message ----------
From: **Michael Rempel** <michael.rempel@opsmobil.com>
Date: Wed, Nov 1, 2017 at 5:56 PM
Subject: Term Sheet
To: Bert Perron <bert.perron@opsmobil.com>

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

--

Bertrand Perron
OpsMobil
PO Box 1229, Whitecourt Ab. T7S 1P1
Phone: 1-877-926-5558
Cell: (403) 651-1348
Email: bert.perron@opsmobil.com
www.OpsMobil.com

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

CONFIDENTIAL
TERM SHEET
November 1, 2017

This Term Sheet outlines certain matters between OpsMobil Group Inc. and XX **[insert name of company]**. (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 XX.

Parties:

- OpsMobil Group Inc. ("**OpsMobil**") a corporation formed under the laws of the Province of Alberta ("**Seller**")

- XX ("XX"), a corporation incorporated under the laws of the Province of Alberta ("**Buyer**")

Definition: The following definition apply in this proposal:

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

2. "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.

3. "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 encumbrances attached to real property, such as easements, rights of way, servitudes and other similar rights in land, to the extent applicable).

Description of Transactions:

1) Purchase and sale of the Assets which consist of the following:

a) 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

b) Buildings and their contents, other than as excluded below, located at the Whitecourt property and the Rocky Mountain House property of Seller;

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

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

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

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

g) AOC #6458 (fixed wing AOC).

Additionally, Seller will assign to Buyer all usage rights in and to the name Airborne Energy Solutions and all derivatives thereof.

2) "Assets" specifically doe not include:

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

b) All other aircrafts/helicopters not specified above.

3) Purchase Price: The purchase price ("**Purchase Price**") for the Assets shall be CDN $2,185,000 subject to required adjustments that are agreed upon by the Parties, allocated as follow:

Aircrafts	$ 260 000.00
Whitecourt Facility	$ 1 500 000.00
Rocky Mountain House Facility	$ 175 000.00
Operational Equipment	$ 250 000.00
Total Purchase Price	$ 2 185 000.00

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

4) Transition Period: On the date of acceptance of this offer or such other date as agreed upon by the Parties (the "**Effective Date**"), the Parties shall enter into an Interim Operations Agreement which shall provide for, among other things, the transactions and events as follows:

Buyer will:

a) As of the Effective Date, assume all salaries and service of those employees of Seller and/or its affiliates, as mutually agreed upon by the Parties, and

b) As of the Effective Date, assume all operating expenses relating to the Business; and

Seller will:

a) As of the Effective Date, assign all accounts receivables generated from the Business after the Effective Date to the Buyer, and

b) As of the Effective Date, cooperate with Buyer to transfer contracts to Buyer.

5) Purchase Price Off-Set: The Parties acknowledge and agree that a portion of the Purchase Price shall be paid through the retirement of current outstanding payables ("**Outstanding Payables**") owing as of the Effective Date by Seller and/or its affiliates to Rilpa Enterprises Ltd., an affiliated company of Buyer. The amount of the Outstanding Payables as of the Effective Date shall be jointly determined and agree upon by the Parties. The Parties acknowledge that as of October 31, 2017, the amount of the Outstanding Payables was approximately $1,600,000.

6) Recourse in the Event of Encumbered Assets: In the event that Seller is unable to provide clear title to the Assets by March 31, 2018, it is agreed by the Parties that, at the sole election of Buyer, they shall negotiate lease agreements for the Aircraft specified in paragraph 1) above, on commercially reasonable terms currently prevailing in the industry.

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

Signature: ______________________________

Name & Title: ________________ ____________

Date: ________________________________

XX

Signature: ________________________________

Name & Title: ____________________________

Date: _________________________________

THIS IS EXHIBIT "4" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

CONFIDENTIAL
TERM SHEET
November 1, 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 the Assets and Business from OpsMobil Group Inc. by 1729613 Alberta Ltd.

Parties:

- OpsMobil Group Inc., a corporation formed under the laws of the Province of Alberta ("**Seller**")
- 1729613 Alberta Ltd., a corporation incorporated under the laws of the Province of Alberta ("**Buyer**")

Definition: The following definition apply in this proposal:

1. "Affiliates" means, in relation to Buyer, Classic Helicopters Ltd. and Rilpa Enterprises Ltd.
2. "Assets" means those assets set forth in paragraph 1) below.
3. "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.
4. "Closing" means the completion of the purchase and sale of the assets (the "**Assets**") free and clear of all encumbrances of any nature whatsoever (other than customary 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 January 31, 2018 or such other date as may be agreed upon in writing by Buyer and Seller, but in no event later than March 31, 2018.
5. "Effective Date" means November 1, 2017.

A

Description of Transactions:

1) Purchase and sale of the Assets which consist of the following:

a) Aircraft:

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) Buildings and their contents, other than as excluded below, located at the Whitecourt property and the Rocky Mountain House property of Seller;

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

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

e) All interest of Seller under customer contracts, work orders or similar agreements and arrangements relating to the Business (which shall occur as of the Effective Date – see paragraph 4 below);

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

g) AOC #6458 (fixed wing AOC).

Additionally, Seller will assign to Buyer all usage rights in and to the name "Airborne Energy Solutions" and all derivatives thereof.

2) "Assets" specifically does not include:

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

b) Any aircraft not specified above.

3) Purchase Price: The purchase price ("**Purchase Price**") for the Assets shall be CDN $2,185,000 subject to required adjustments that are agreed upon by the Parties, allocated as

XI

follow:

Aircraft	$ 260 000.00
Whitecourt Facility	$ 1 500 000.00
Rocky Mountain House Facility	$ 175 000.00
Operational Equipment	$ 250 000.00
Total Purchase Price	$ 2 185 000.00

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

4) Operations as of the Effective Date: Upon the countersigning of this Term Sheet by Buyer, effective as of the Effective Date the following shall occur:

Buyer will assume:

a) all salaries and service of those employees of Seller and/or its affiliates, as mutually agreed upon by the Parties,

b) all interest of Seller under customer contracts, work orders or similar agreements and arrangements, and

c) all operating expenses relating to the Business; and

Seller will:

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

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

c) cooperate with Buyer to transfer all customer contracts, work orders and similar agreements and arrangements to Buyer, along with all other contracts relating to the operation of the Business.

5) Outstanding Accounts Payable: The Parties acknowledge and agree that there are outstanding payables owing from Seller to the Affiliates of Buyer which, as of October 31, 2017 were approximately $1,600,000. Seller will work in good faith with Affiliates to determine as soon as reasonably practicable the amount of such outstanding payables as of the Effective Date (such outstanding payables as of the Effective Date being referred to herein as the "**Effective Date Payables**"). In the event Buyer and the Affiliates cannot reach agreement on the amount of the Effective Date Payables, the matter shall be determined by

X

binding arbitration in accordance with the *Arbitration Act* (Alberta), by one arbiter jointly selected by Buyer and the Affiliates or, failing that, designated by the Courts.

6) Payment of Purchase Price and Retirement of Effective Date Payables: At the election of Seller, the Purchase Price shall be paid and the Effective Date Payables retired on the Closing Date by either:

   a) Payment by Seller to Buyer of the amount of the Effective Date Payables and payment by Buyer to Seller of the Purchase Price, or

   b) Payment by Seller to Buyer of an amount equal to the Purchase Price less the Effective Date Payables.

7) Seller's Lender(s): Seller shall forthwith provide confirmation to Seller of the consent to the transactions contemplated herein of all lenders of Seller having a security interest in the Assets.

8) Insurance Proceeds: In the event of a claim by Seller prior to Closing in respect of any of the Assets, any insurance proceeds relating to such claim shall be distributed as follows:

   a) the amount up to that portion of the Purchase Price attributable to such Asset shall be paid to the Affiliates in proportion to their respective interests in the Effective Date Payables;

   b) any amount in excess of that portion of the Purchase Price attributable to such Asset shall be paid to the lender(s) of Seller who have a secured interest in the Assets; and

   c) in such event, Buyer and Seller shall work together, in good faith, to establish the amount of the Purchase Price attributable to such Asset.

9) Failure to Close: In the event that Seller is unable to deliver the Assets free and clear of all encumbrances to Buyer on or before March 31, 2018 and Closing does not take place, then the following shall occur:

   a) the unpaid balance of the Effective Date Payables shall become immediately due and payable;

   b) the Assets that are aircraft shall be returned to Seller, provided that to the extent that there is a betterment to such Assets they shall be returned by Buyer only after payment of such betterment by Seller to Buyer and then within seven (7) days of such payment; and

AX

c) with respect to the Assets that are buildings, Buyer and Seller shall negotiate terms for a lease of such Assets on or before April 30, 2018, failing which Buyer shall return occupancy of such Assets to Seller.

Binding: Effect: Until the execution of definitive agreements, paragraphs 1, 2, 3, 5 and 6, are not binding on the Parties, and nothing in 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 in those paragraphs; provided, that each Party will maintain the confidentiality of the transactions contemplated hereby. Paragraphs 4, 7, 8 and 9 shall be binding and enforceable on the Parties and shall be final upon countersignature of this Term Sheet by Buyer.

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.	**1729613 Alberta Ltd.**
Signature: ________________	Signature: ________________
Name & Title: Ryan Tobber, CEO	Name & Title: Kenneth Mizera, President
Date: Nov 7/17	Date: ________________

THIS IS EXHIBIT "5" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Kim Mizera

From: Mark Horrox <Mark@thirdeyecapital.com>
Sent: Tuesday, November 21, 2017 6:58 PM
To: Kim Mizera
Cc: Ryan Tobber; Arif N. Bhalwani
Subject: Re: Rilpa

Kim, I understand from your term sheet that there is an expectation of papering definitive agreements, I have not seen any drafts, so I'm not clear how you expect to close tomorrow?

Sent from my iPhone

On Nov 21, 2017, at 8:55 PM, Kim Mizera <KimM@rilpa.com> wrote:

> HI Mark
> Thank you for your response on the release of the Non-Opsmobil assets.
> Can you give us a date you expect this to be completed.
>
> Can you provide a response to our original question ?
> We can provide evidence of cash participation on the deal.
>
> "Can you give us some idea of timing as we are able to deliver ?"
>
> Getting the funds in Trust is not the issue as we can have this done tomorrow.
> the question was when can you and Ops deliver title free and clear tomorrow?
> Kim
>
> Kim Mizera
> Rilpa Enterprises
> <image002.jpg>
>
> ---
>
> **From:** Mark Horrox [mailto:Mark@thirdeyecapital.com]
> **Sent:** Tuesday, November 21, 2017 6:30 PM
> **To:** Kim Mizera
> **Cc:** Ryan Tobber; Arif N. Bhalwani
> **Subject:** Re: Rilpa
>
> Hi Kim
>
> TECs internal counsel has been working with yours on the non-Opsmobil owned assets that are currently subject to PPSA registrations in our favour (which you appreciate were inherited by us when BMO's registrations were assigned to us).
>
> We expect that release of security encumbering the assets covered by the term sheet would occur concurrently with closing and receipt of the purchase price, in the ordinary course.
>
> We are happy to discuss.

-On Nov 21, 2017, at 8:00 PM, Kim Mizera <KimM@rilpa.com> wrote:

HI Mark
Thank you for the signed Term sheet acknowledging consent from third Eye to release the security on closing .

We hope to close soon as possible .
To help this move forward can you have your team start to process the release of security related to the assets
and also my assets that you have encumbered in error as we discussed.

Can you give us some idea of timing as we are able to deliver ?
Kim

Kim Mizera
Rilpa Enterprises
<image001.jpg>

From: Mark Horrox [mailto:Mark@thirdeyecapital.com]
Sent: Tuesday, November 21, 2017 3:04 PM
To: Kim Mizera
Cc: Ryan Tobber; Arif N. Bhalwani
Subject: RE: Rilpa

Kim

Please see attached as requested – please let us when you want to close.

Thanks
Mark

From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-21-17 4:44 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: RE: Rilpa

Hi Mark
Will we be receiving copy of the Term sheet signed by you shortly?
Without you signing the deal is not acceptable and you are past the deadline.
We have met all of your terms and requests.
Ryan's acceptance of the deal was met on the first offer.
Third Eye and yourself are the sole hold up of moving this deal forward.
We are in agreement to extend the deadline 4 PM our time.
Your acceptance is required.
Kim

Kim Mizera

Rilpa Enterprises
<image005.jpg>

From: Mark Horrox [mailto:Mark@thirdeyecapital.com]
Sent: Friday, November 17, 2017 4:01 PM
To: Kim Mizera
Subject: RE: Rilpa

Hi Kim, Im at my desk.   Thanks

From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-17-17 6:00 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: RE: Rilpa

HI Mark
Are you around for a call

Kim Mizera
Rilpa Enterprises
<image006.jpg>

From: Mark Horrox [mailto:Mark@thirdeyecapital.com]
Sent: Friday, November 17, 2017 10:47 AM
To: Kim Mizera
Subject: RE: Rilpa

Kim- what time do you want to talk this morning?

From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-16-17 9:18 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Re: Rilpa

That would be good call the office if you would
403-275-3035

Sent from my iPhone

On Nov 16, 2017, at 7:01 PM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

> I'm just at dinner can I call you after?
>
> Sent from my iPhone
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> On Nov 16, 2017, at 8:08 PM, Kim Mizera <KimM@rilpa.com> wrote:
>
> > Hi Mark
> > Are you free?
> > Kim

Kim Mizera
Rilpa Enterprises
<image004.jpg>

From: Mark Horrox [mailto:Mark@thirdeyecapital.com]
Sent: Thursday, November 16, 2017 3:07 PM
To: Kim Mizera
Subject: RE: Rilpa

Kim – give me a call when you get a second, I have a deal I can do with you here, that should be achievable for you as well. I will likely be on my cell phone

Thanks
Mark

<image005.jpg>

Mark Horrox, Principal
3930 – 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-8213 | M: 647-921-3393 | F: 416-981-3393
mark@thirdeyecapital.com | www.thirdeyecapital.com

From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-15-17 7:39 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: FW: Rilpa

Kim Mizera
Rilpa Enterprises
<image006.jpg>

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Wednesday, November 15, 2017 1:51 PM
To: Kim Mizera
Subject: Re: Rilpa

Hi Kim,

I spoke to Mark immediately after speaking to you and he said he was going to call you directly.

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Tue, Nov 14, 2017 at 10:42 PM, Kim Mizera <KimM@rilpa.com> wrote:

HI Ryan

Can you give me a call before we talk with Mark?

I want to make sure we are on the same page.

Kim

Kim Mizera

Rilpa Enterprises

<image006.jpg>

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Tuesday, November 14, 2017 4:23 PM
To: Mark Horrox
Cc: Kim Mizera
Subject: Re: Rilpa

10:00am MST works for me, Kim does that work for you?

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Tue, Nov 14, 2017 at 4:22 PM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

Unfortunately Ive been tied up. What works tomorrow?

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: November-14-17 4:32 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Cc: Kim Mizera <KimM@rilpa.com>
Subject: Re: Rilpa

Mark,

Kim and I are available for a call this afternoon, do you have a time and call in #?

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Mon, Nov 13, 2017 at 3:06 PM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

Ryan

Can you set up a call for us with Kim and potentially Bert? I need to discuss their term sheet directly with them

Thanks

Mark

<image005.jpg>

Mark Horrox, Principal
3930 – 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-8213 | M: 647-921-3393 | F: 416-981-3393

mark@thirdeyecapital.com | www.thirdeyecapital.com

Kim Mizera

From: Mark Horrox <Mark@thirdeyecapital.com>
Sent: Tuesday, November 21, 2017 6:30 PM
To: Kim Mizera
Cc: Ryan Tobber; Arif N. Bhalwani
Subject: Re: Rilpa

Hi Kim

TECs internal counsel has been working with yours on the non-Opsmobil owned assets that are currently subject to PPSA registrations in our favour (which you appreciate were inherited by us when BMO's registrations were assigned to us).

We expect that release of security encumbering the assets covered by the term sheet would occur concurrently with closing and receipt of the purchase price, in the ordinary course.

We are happy to discuss.

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From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-21-17 4:44 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: RE: Rilpa

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Ryan's acceptance of the deal was met on the first offer.
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We are in agreement to extend the deadline 4 PM our time.
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>> Thanks
>> Mark
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>> <image005.jpg>
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>> Mark Horrox, Principal
>> 3930 – 161 Bay Street | Toronto, ON | M5J 2S1
>> T: 647-776-8213 | M: 647-921-3393 | F: 416-981-3393
>> mark@thirdeyecapital.com | www.thirdeyecapital.com
>>
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Sent: Wednesday, November 15, 2017 1:51 PM
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President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
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Email: ryan.tobber@opsmobil.com
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Kim Mizera

Rilpa Enterprises

<image006.jpg>

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Tuesday, November 14, 2017 4:23 PM
To: Mark Horrox
Cc: Kim Mizera
Subject: Re: Rilpa

10:00am MST works for me, Kim does that work for you?

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Tue, Nov 14, 2017 at 4:22 PM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

Unfortunately Ive been tied up. What works tomorrow?

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: November-14-17 4:32 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Cc: Kim Mizera <KimM@rilpa.com>
Subject: Re: Rilpa

Mark,

Kim and I are available for a call this afternoon, do you have a time and call in #?

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Mon, Nov 13, 2017 at 3:06 PM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

Ryan

Can you set up a call for us with Kim and potentially Bert? I need to discuss their term sheet directly with them

Thanks

Mark

<image005.jpg>

Mark Horrox, Principal
3930 – 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-8213 | M: 647-921-3393 | F: 416-981-3393

mark@thirdeyecapital.com | www.thirdeyecapital.com

number above or by return email, and delete this communication and any copy immediately. Any use of this information by any person other than the intended recipient is unauthorized. Thank you.

From: Kim Mizera [mailto:KimM@rilpa.com]
Sent: November-15-17 7:39 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: FW: Rilpa

Kim Mizera
Rilpa Enterprises
<image006.jpg>

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Wednesday, November 15, 2017 1:51 PM
To: Kim Mizera
Subject: Re: Rilpa

Hi Kim,

I spoke to Mark immediately after speaking to you and he said he was going to call you directly.

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

<image007.jpg>
"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

On Tue, Nov 14, 2017 at 10:42 PM, Kim Mizera <KimM@rilpa.com> wrote:

HI Ryan

Can you give me a call before we talk with Mark?

I want to make sure we are on the same page.

Kim

Kim Mizera

Michael Mudie

From: Kim Mizera <KimM@rilpa.com>
Sent: Sunday, November 19, 2017 10:47 AM
To: Michael Mudie
Subject: FW: Whitecourt appraisal
Attachments: Whitecourt Airport Apprasial 2016_49747A (1).pdf; _Certification_.htm

Hangar report

Land Lease Analysis

The subject lands are owned by Woodlands County and leased to our clients. The original leases were signed in January, 2011 to Nabors Drilling Ltd. and have been re-assigned to our client Ops Mobile Inc. The lots are leased on an annual basis of $1.00/m². The leases are detailed below (provided by client).

Lot 2, Block 3 1.40 5,707.02 $1.00/m² $5,707.02
Lot 2, Block 2 0.22 892.76 $1.00/m² $892.76
Lot 3, Block 2 0.20 821.75 $1.00/m² $821.75
Lot 4, Block 2 0.09 376.88 $1.00/m² $376.88
Lot 2, Block 1 0.50 2,010.80 $1.00/m² $2,010.80
Lot 3, Block 1 0.82 3,325.30 $1.00/m² $3,325.30
Lot 5, Block 1 0.65 2,636.59 $1.00/m² $2,636.59
Total Land Size: 3.88 Total Annual Lease: $15,771.10

As noted, the total land lease paid to the County is $15,771.10 per annum. The term of the tenancy commenced on the first day of January, 2011 and is continuous until such time as either party provides written notice of termination.

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: Kim Mizera
Sent: Friday, November 17, 2017 2:22 PM
To: Mike Gauthier
Subject: FW: Whitecourt appraisal

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: Bert Perron [mailto:bert.perron@opsmobil.com]
Sent: Wednesday, November 01, 2017 9:05 AM
To: Kim Mizera
Subject: Fwd: Whitecourt appraisal

---------- Forwarded message ----------
From: **Lisa Winfield** <lisa.winfield@opsmobil.com>
Date: Thu, Oct 26, 2017 at 11:00 AM
Subject: Whitecourt appraisal
To: Bert Perron <bert.perron@opsmobil.com>

Lisa Winfield
Executive Support Manager | OpsMobil Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403)-452-8349
Cell: (403) 796-6144
Email: lisa.winfield@opsmobil.com
www.OpsMobil.com

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

--
Bertrand Perron
OpsMobil
PO Box 1229, Whitecourt Ab. T7S 1P1
Phone: 1-877-926-5558
Cell: (403) 651-1348
Email: bert.perron@opsmobil.com
www.OpsMobil.com

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REAL ESTATE APPRAISAL

An Airport Industrial Shop Property
Whitecourt Airport
Woodlands County, Alberta

for

Ops Mobil Inc.
1200-815 8th Avenue SW
Calgary, Alberta
T2P 3P2

Derek Van Lersberghe, AACI, P. App.
Knight & Company Appraisals Ltd.
101, 18146 – 105 Avenue
Edmonton, Alberta
T5S 2T4

KNIGHT & COMPANY
APPRAISALS LTD.

Ph: 780-486-9545 101, 18146-105 Avenue, Edmonton, AB T5S 2T4 Fax: 780-444-6186

September 13, 2016

Ops Mobil Inc.
1200-815 8th Avenue SW
Calgary, Alberta
T2P 3P2

Attention: Steven Rosendahl

Update Real estate appraisal of a multi-building industrial airport property Municipally located at the Whitecourt Airport, Woodlands County, AB
Our File: 49747A.16DVL

Dear Mr. Rosendahl,

In response to your request, we have updated the appraised value of the above referenced property with the objective of estimating the current market value of the lease fee interest. As a re-inspection has not been completed, this appraisal has been "Qualified" on the assumption that there have been no significant changes to the subject.

The appraisal report was prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada. To the best of our knowledge and ability, the data and analyses contained in the report are true and complete. Please advise us of any errors or omissions found in your review of the report.

As a result of our research and analyses, it is our opinion that the market value of the subject property as of September 13, 2016 is:

TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS
($2,750,000)

Supporting data upon which this estimate is based are contained in the accompanying report, subject to the Assumptions and Limiting Conditions contained within the body of the report and in Appendix A.

The report is to be used only for the specific purpose stated therein, and no one may rely on the report for any other purpose. You may show our report in its entirety to those third parties who need to review the information it contains.

Should any questions arise by reason of this report, please contact the undersigned.

Yours respectfully,

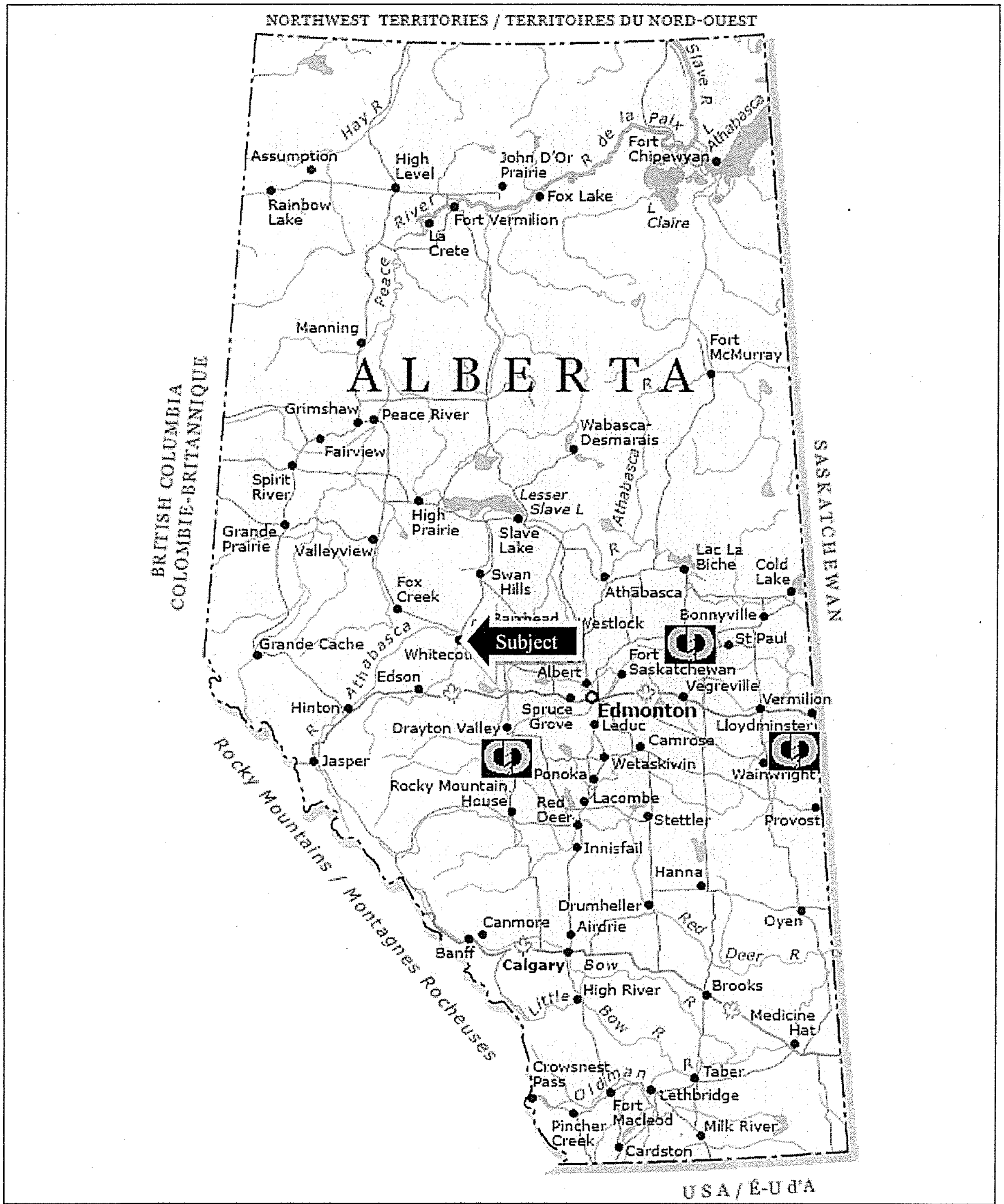
KNIGHT & COMPANY APPRAISALS LTD.

Derek Van Lersberghe, AACI, P. App.
Enclosure: Appraisal Report

TABLE OF CONTENTS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client:	Ops Mobile Inc.
Municipal location:	Whitecourt Airport Woodlands County, Alberta
Legal description:	Plan 0022432, Block 3 Lot 2 and Block 2, Lots 2, 3 & 4 and Block 1, Lots 2, 3 and 5
Registered owner of Land:	Woodlands County
Registered owner of Improvements:	Ops Mobile Inc.
Improvements:	Detailed in the following pages.
Years Built:	Various: 1977-1995
Total Site area:	3.88 acres (various sizes)
Zoning:	AS Airport Service District
2016 Assessment and taxes (total):	Not provided
Highest and Best Use as improved:	Current use as an industrial airport property.
Highest and Best Use as if vacant:	New industrial use buildings similar to existing.
Purpose of appraisal:	To assist with mortgage financing purposes.
Interests appraised:	Lease Fee Estate.
Effective date of appraisal:	September 13, 2016
Value by Cost Approach:	**$2,590,000**
Value by Income Approach:	**$2,818,000**
Value by Direct Comparison:	**Not Applicable**
FINAL VALUE CONCLUSION:	**$2,750,000**



Regional Location Map: Proximity to Edmonton

PURPOSE AND USE OF THE APPRAISAL

The purpose of this appraisal is to update the estimated market value of the subject property. We understand this valuation is to be used to assist with mortgage financing purposes. It is a term of this agreement that no person other than the client may rely upon this report for any purpose, including lending, without first obtaining written permission from the appraiser. Without the written permission as described, the appraiser shall not be held liable for any loss or damage that may occur to any person other than the client by reason of their reliance on the report, and the appraiser expressly disclaims legal liability.

ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the *Assumptions and Limiting Conditions* contained in **Appendix A** to the report and any others as may be stated in the body of the report.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of a *fee simple estate,* which has been defined by the Appraisal Institute of Canada as:

> *The greatest estate (interest) in land that a person can possess. The estate may be inherited without any restriction. Equivalent in many ways, for practical purposes, to absolute ownership.*
> (Source: Real Property Law, UBC, 2010)

Implicit in the analysis of the subject property is a determination of the interest in the property being appraised. For most common situations (eg. mortgage finance) the fee simple interest is explicitly assumed since it is the most complete bundle of rights available. However, in many situations, some other interest may be more common.

While there are different possibile interests in real estate, the three most common are:

- **Fee Simple Value** – The most complete ownership in real estate, subject in common law countries to the powers reserved to the state (taxation, escheat, eminent domain and police power).
- **Leased Fee Value** – This is simply the fee simple interest encumbered by a lease. If the lease is at market rent, then the leased fee value and the fee simple value are equal. However, if the tenant pays more or less than market, the residual owned by the leased fee holder, plus the market value of the tenancy, may be more or less than the fee simple value.
- **Leasehold Value** – The interest held by a tenant. If the tenant pays market rent, then the leasehold has no market value. However, if the tenant pays less than market, the difference between the present value of what is paid and the present value of market rents would be a positive leasehold value. For example, a major chain retailer may be able to negotiate a below-market lease to sever as the anchor tenant for a shopping centre. This leasehold value may be transferable to another anchor tenant, and if so, the retail tenant has a positive interest in the real estate.

As shown in the following report, a review was performed to determine if the building is based on fee simple or leased fee simple. Based on our review, the Leased Fee estate is equal to the Fee Simple Estate with no impact on market value from current land leases.

DEFINITION OF MARKET VALUE

The Appraisal Institute of Canada defines *market value* as being:

> *The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.*
>
> (Source: Canadian Uniform Standards of Professional Appraisal Practice, dated, 2012)

With regard to this definition and the stable occupancy levels for industrial buildings in Whitecourt, a *reasonable time* for exposure of the subject property on the open market would typically be three to six months. The final value estimate stated in this report is expressed in terms of Canadian dollars cash.

EFFECTIVE DATE OF VALUATION

The *effective date* of the appraisal is September 13, 2016. The property was physically inspected by the appraiser on January 8, 2015.

SALES HISTORY

According to public records, the property is not currently listed for sale or subject to any known pending offer to purchase. There have been no recorded transfers of the subject titles by sale in the last three years.

APPRAISAL REPORT TYPE

This is a current value *Concise Narrative Appraisal* report that is intended to comply with the reporting requirements set forth under the Canadian Uniform Standards for a Short Narrative Appraisal Report. It is distinguished from the more comprehensive *Full Narrative Appraisal* report format only in the level of detail contained in the report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file.

The information contained in this report is specific to the needs of the client and for the stated intended use. The appraiser is not responsible for unauthorized use of this report.

SCOPE OF THE APPRAISAL

The scope of the appraisal encompasses the research and analysis required to prepare the report in accordance with the *Canadian Uniform Standards of Professional Appraisal Practice* (hereafter the "Standards") of the Appraisal Institute of Canada. This entailed the following steps:

The scope of the appraisal encompasses the research and analysis required to prepare the report in accordance with the *Canadian Uniform Standards of Professional Appraisal Practice* (hereafter the "Standards") of the Appraisal Institute of Canada. This entailed the following steps:

1. **Inspection**: The subject property was physically inspected by the appraiser (Derek Van Lersberghe, AACI, P. App.), a partner of Knight & Company Appraisals Ltd., on January 8, 2015. The photographs in the report were taken by the appraiser during the inspection. A re-inspection has not been completed.
2. **Type of analysis**: This appraisal was researched and prepared in accordance with the Standards of the Appraisal Institute of Canada.
3. **Property identification**: Information to verify ownership of the lands and any third party interests therein, applicable land use regulations, and

tax information was obtained through public sources and communications with the client.

4. **Environmental investigation**: We were not provided with nor are we aware of any recent environmental reports completed on the subject sites. This appraisal assumes no present contamination on either site. If contaminants are discovered, the appraisal report is **invalid**.

5. **Regional and market information**: This was obtained from various reliable third party sources including: West Central Real Estate Board's Multiple Listing Services (MLS), Land Titles, The Network, local property owners, realtors, and our own files.

6. **Technical investigations**: We did not complete, and are not qualified to perform, technical investigations such as:

   (a) an environmental review or audit of the site;

   (b) a site survey; or,

   (c) investigation into the bearing qualities and composition of the soils on the site.

7. **Site Description**: The current *Real Property Report* was not provided to confirm that the subject buildings are in compliance with applicable land use bylaws and related regulations. No adverse compliance issues or encroachments were identified in our investigations and none were suspected.

8. **Description of improvements**: We were not provided with original construction drawings or specifications for the subject building. The reported construction and design of the building structure is based on our on-site inspection which has been relied upon and is assumed accurate. Any omissions or changes not provided will render this appraisal invalid.

9. **Valuation**: To determine industrial shop values in the area, all known sales of similar properties within the subject region and similar rural communities during the period January 2010 to September 2016 were researched. Selected sales were subsequently researched and investigated through interviews with vendors, purchasers, and physical inspection where practicable.

10. **Cost Approach valuation**: Original development cost estimates were not provided by the owner. Therefore, reference to a Marshall and Swift replacement cost manual as well as local contractors has been utilized to determine value through this approach. Given the varying ages of the subject building, this approach is considered to provide a secondary support to value only. As the subject lands are leased from the County, there is no applicable land valuation.

11. **Income Approach valuation**: In developing the *Income Approach* to value, we investigated sales data from Whitecourt to obtain sales of industrial shop properties in order to determine capitalization rates and expense ratios for similar properties applicable to the subject. As the subject is presently owner occupied, market lease rates were analyzed to determine a market rate for the subject.

12. **Direct Comparison Approach valuation**: In developing the *Direct Comparison* approach to value, market sales data was collected from the sources noted above, and was reconciled through discussions with the parties to the various transactions that were investigated where appropriate. Given the numerous building structures of different sizes, ages and designs and a lack of titled land ownership, this approach has been excluded.

13. **Authorization**: This report was prepared in response to verbal instructions from our client, Steven Rosendahl on behalf of Ops Mobil Inc.

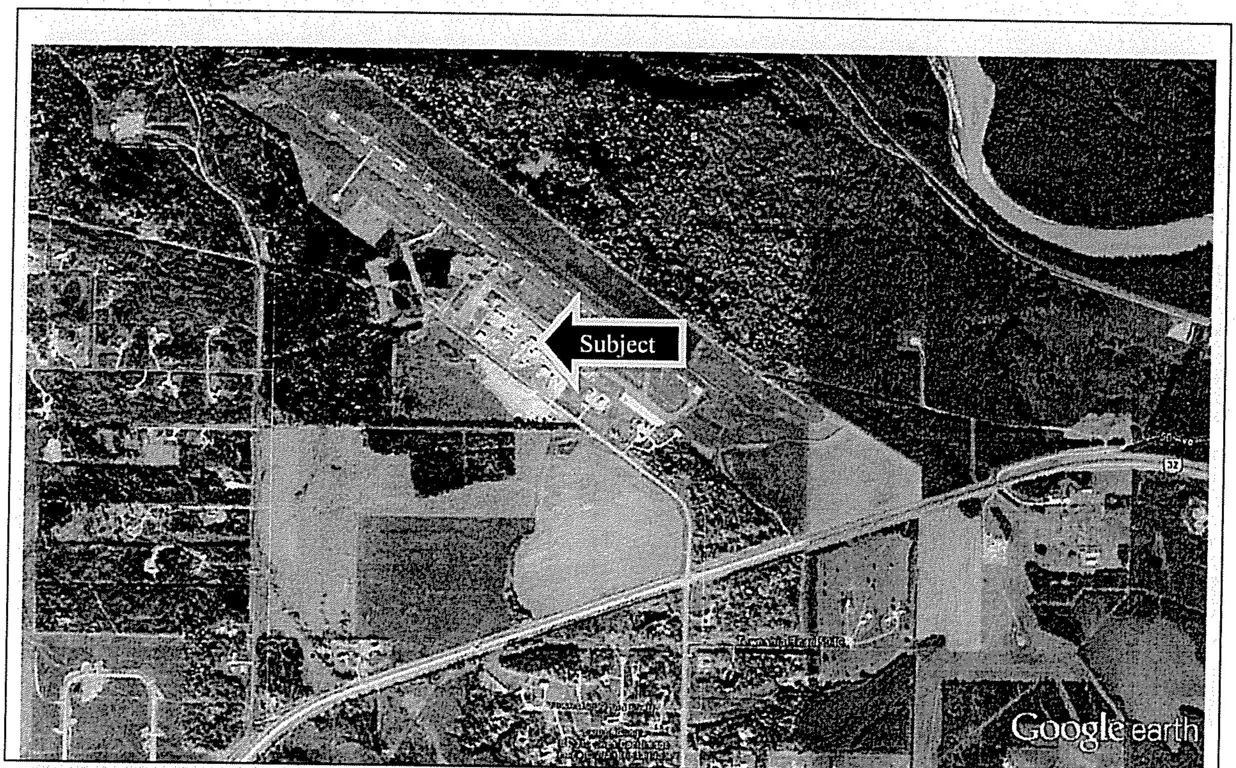
14. **Certificate of Title**: For the purposes of this appaisal, there are no registered interests assumed on title which could enhance nor detract from the value of the subject property.

15. **Certification**: I am a member is good standing with the Appraisal Institue of Canada and have had considerable experience in the valuation of real property since 1992 including extensive experience in the valuation of commercial and industrial properties like the subject.

PROPERTY IDENTIFICATION AND RELATED INFORMATION

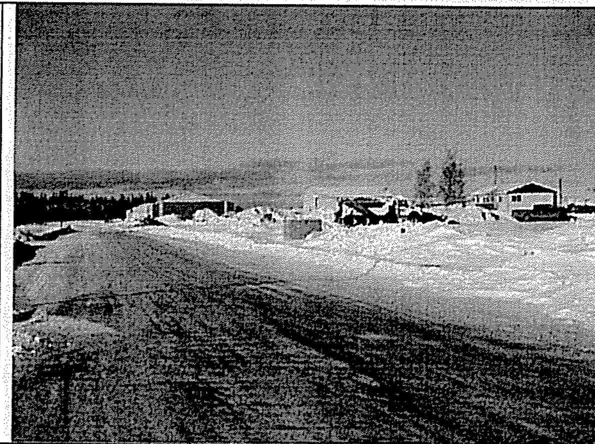
Location

The subject is located within the Whitecourt airport industrial area, approximately six kilometers west of the Town of Whitecourt.



Map: Local Area –Town of Whitecourt

The subject site consists of seven separately titled industrial lots containing a total combined land size of 3.88 acres which are improved with eight free standing industrial hangar, office and residential buildings.

	
View of Airport Road	View of Airport Road
	
View of Bordering Airport Development	View of Bordering Airport

Municipal Assessments and Taxes

The 2016 municipal assessments and taxes applicable to the subject property were not made available.

The assessed values of improvements in Woodlands County are based on market value based on a 2015 year. However, they may not be reflective of current market conditions

Zoning

The subject property is situated within the corporate boundaries of Woodlands County and, as such, is subject to the regulations and controls imposed by the County's Land Use Bylaw as amended.

The subject properties are located with an airport industrial area on lots owned by the County. It is currently under an AS Airport Service District zoning implied by the County. This airport zone is bordered on the south by Highway 32, on the west by a developing industrial subdivision and established acreages and on the north and east by the CN Railway and reserve land.

The subject improvements are permitted uses and in compliance with the County zoning bylaw. As such, the subject is considered to be legal and conforming use.

Legal Description and Ownership

The subject consists of seven separately titled lots legally described as:

PLAN 0022432
BLOCK 3
LOT 2
BLOCK 2
LOTS 2, 3 and 4
BLOCK 1
LOTS 2, 3 and 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

Titles to the subject lots are registered in the North Alberta Land Registration District office to Woodlands County.

Our review of the title documents confirm that the property is held as an estate in fee simple with no registered encumbrances, liens or third party interests that would be expected to influence the value or marketability of the property. Nothing in this report is intended as a legal opinion as to the state of the subject title. This report is prepared on the premise that title to the land is free and clear.

Land Lease Analysis

The subject lands are owned by Woodlands County and leased to our clients. The original leases were signed in January, 2011 to Nabors Drilling Ltd. and have been re-assigned to our client Ops Mobile Inc. The lots are leased on an annual basis of $\$1.00/m^2$. The leases are detailed below (provided by client).

Lot	Acres	Square Metres	Lease Rate	Annual Lease
Lot 2, Block 3	1.40	5,707.02	$\$1.00/m^2$	$5,707.02
Lot 2, Block 2	0.22	892.76	$\$1.00/m^2$	$892.76
Lot 3, Block 2	0.20	821.75	$\$1.00/m^2$	$821.75
Lot 4, Block 2	0.09	376.88	$\$1.00/m^2$	$376.88
Lot 2, Block 1	0.50	2,010.80	$\$1.00/m^2$	$2,010.80
Lot 3, Block 1	0.82	3,325.30	$\$1.00/m^2$	$3,325.30
Lot 5, Block 1	0.65	2,636.59	$\$1.00/m^2$	$2,636.59
Total Land Size:	3.88		Total Annual Lease:	$15,771.10

As noted, the total land lease paid to the County is $15,771.10 per annum. The term of the tenancy commenced on the first day of January, 2011 and is continuous until such time as either party provides written notice of termination.

REGIONAL AND NEIGHBOURHOOD DESCRIPTION

The Town of Whitecourt, which has a population of approximately 9,202 people (2008 census), is located in Northwestern Alberta along Highway 43, approximately 179 kilometers north west of the City of Edmonton. The subject property is located ±6 kilometers west of Whitecourt in the Whitecourt airport industrial area.

Whitecourt's central location has allowed the town to emerge as the main retail and professional service center providing services to the local residents and the surrounding area. There are over 400 business, service and trade establishments providing a large variety of goods and services as well as a selection of department and specialty stores typical of a community of this size.

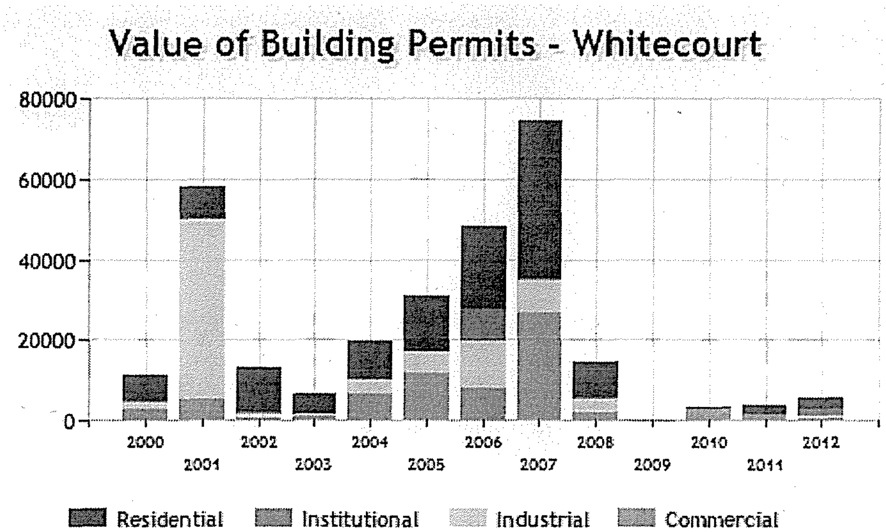
Whitecourt is a growing community with strong ties to the natural resources of the surrounding area. The diversification of the economy to a variety of industries (petroleum, forestry, and tourism) has allowed the community to prosper and should assure the continued economic health of the town and the region.

Oil and gas, agriculture and forestry based industries heavily influence Whitecourt's economic health and future development. Primary industries include a well established energy sector and more recently, significant diversification into lumber and newsprint production.

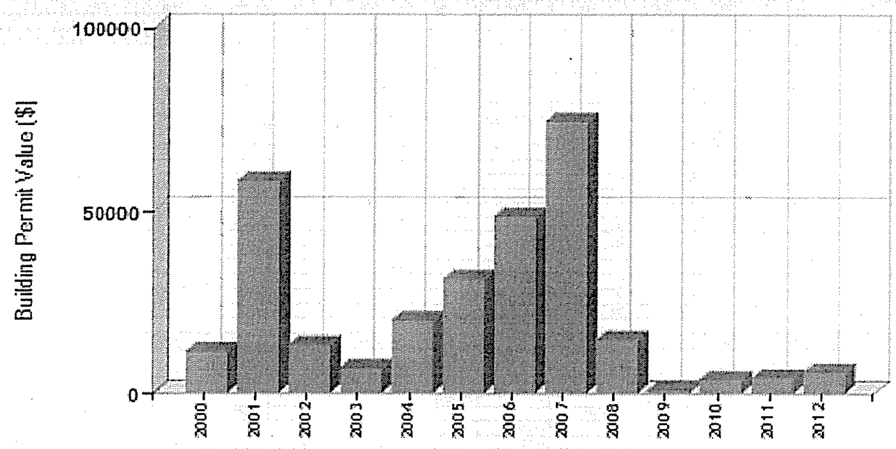
All sectors of the local real estate market have been influenced positively by this, with increasing values being experienced in both the residential and commercial sectors. A new Extra Foods was built several years ago in the lower townsite in close proximity to residential neighbourhoods. A new Canadian Tire was constucted in 2002 in addition to a new Mark's Work Warehouse next to the Canadian Tire. Wal-Mart has recently built a new store approximately one block east of Extra Foods with typical box store development ongoing on the remainder of the site. Additional commercial development land on the south side of the downtown core is ready for development with a new Home Hardware newly finished just north of the Canadian Tire. Ongoing new industrial shop construction within the subject region continues with owner occupancy or build to suit lease shops. There are few free standing shops or shop bays available for lease. Given the current stable and noted improving commercial market conditions within Whitecourt, there is a limited supply of available competitive properties with few leasing opportunities available causing business owners to build new or lease new construction shops. These ongoing new developments provide additional support to the current stable market conditions within Whitecourt. While rural shops are limited, there are several larger industrial calibre shops within the Whitecourt region which are used for commercial purposes. Although these shops do not frequently sell, there is continued demand for these properties on parcels with good highway or paved County road access.

Residential development continues to remain stable with ongoing new construction throughout the Town, however the levels have dropped moderately from the high levels experienced over 2006 and 2007. New residential lots continue to be developed with more stable market response with corresponding absorption. In addition, the resale market appears to be stabilized with increased volume of sales over the last eight months. Property values have seen a noted correction over the value losses incurred during the recession of 2009 through 2011. New industrial land is available for development from the Town with several new shops presently under construction.

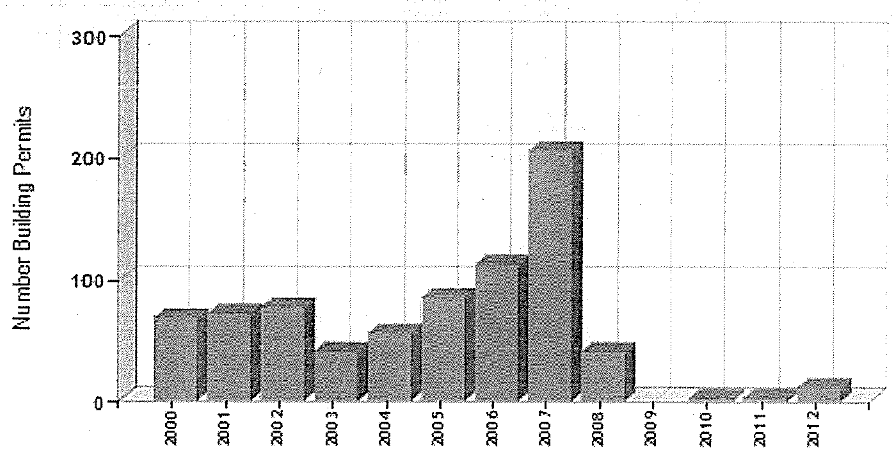
An analysis of building permits within Whitecourt over the reported thirteen year period is detailed below. (source: Alberta First.com)



Value of Building Permits - Whitecourt



Number of Building Permits - Whitecourt



No adverse influences were noted or observed at the time of inspection. Local commercial and industrial property value trends have been stable over the past 12 months with a recent slowing in the industrial market over the last year. Current market indicators note that market activity has decreased moderately over 2015 but is still above 2010 through 2013 levels.

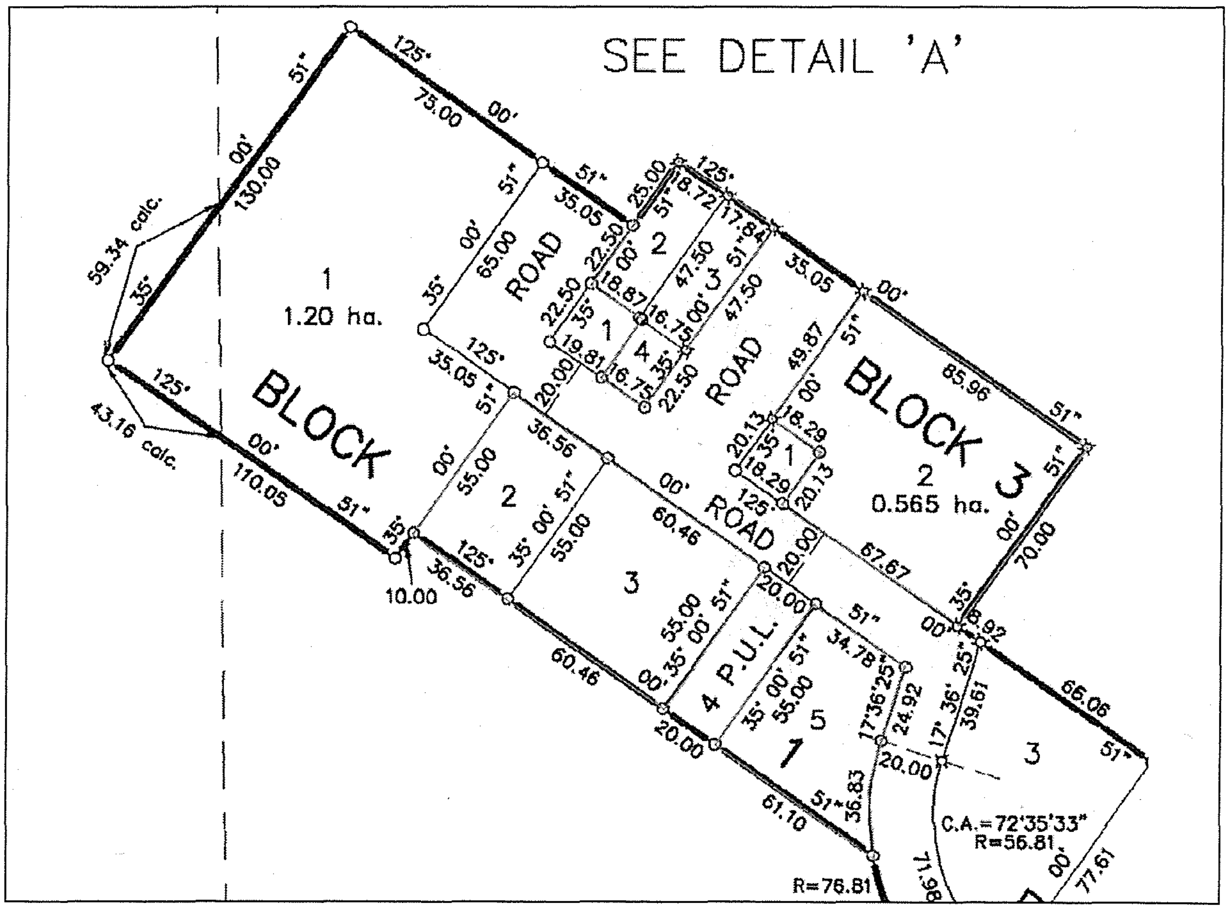
Overall, the subject is situated within a rural industrial neighbourhood with good development conformity.

DESCRIPTION OF THE SUBJECT SITE

The subject site consists of seven titled lots offering a total land size of 3.88 acres (1.57 hectares). Improvements to the site include a mixture of paved and gravel yardsite including paving between the hangars and the runway. Each lot is detailed as follows:

Lot 2, Block 3 – 1.40 acres
Lot 2, Block 2 – 0.22 acres
Lot 3, Block 2 – 0.20 acres
Lot 4, Block 2 – 0.09 acres

Lot 2, Block 1 – 0.50 acres
Lot 3, Block 1 – 0.82 acres
Lot 5, Block 1 – 0.65 acres



Map: Subdivision Plan

The subject parcels are primarily rectangular in shape except for Lot 5 which is irregular. Site coverage is estimated at 15.3%. The building and other site improvements will be described in the following Section.

Topography/Exposure

The topography of the site is relatively level and at grade with the surrounding land. Surface drainage around the subject buildings appears adequate.

Services/Street Improvements

All typical services and utilities including power, gas, town water, sewer services and telephone are available and installed on the site. The roads are paved.

Environmental

We did not observe any evidence of contaminants or hazardous materials on the subject property other than paint and auto repair materials and we have no knowledge of historical activities that may have deposited such materials. There are no known bordering environmental concerns which may impact the marketability of the subject. We have not been provided with an environmental report and for the purposes of this appraisal, have assumed that there is no contaminants present on the site.

Our investigations in this regard were limited to our physical observations and interviews with company staff. They were not aware of any environmental problems or incidents that could potentially influence the value or marketability of the subject property.

This appraisal assumes that if any soil contamination is discovered on the subject site, the site is to be fully remediated to acceptable levels so as not to impact market value. This appraisal assumes that there is no contamination on the subject site.

DESCRIPTION OF IMPROVEMENTS

Building Description – Original Hangar

The building has a total building area of 11,200 ft² built in two stages being an original 4,108 ft² office and hangar with a two storey office addition containing 6,032 ft².

This building is described as follows:

AGE: 29/17 years. (built in 1987 and 1999 per owner). *Effective age* is 20 years with remaining economic life of 30 years for the hangar and 15 years with remaining economic life of 35 years for the two storey office.

CONSTRUCTION: The original portion of this building contains a single storey office and hangar while the second portion contains a two storey office. This section consists of an 8 ft. high wood frame office containing 1,808 ft², a 14 ft. high wood frame hangar containing 3,360 ft² and a two storey office addition containing 3,268 ft² on the main floor and 2,764 ft² of second floor office. This structure is built on a concrete slab on granular base. Exterior finishing consists of pre-painted metal cladding with a galvanized metal roof cover. Man doors are steel and the overhead doors contains one 14 ft. high hangar door with an interior vinyl overhead insulating door. The windows within the building are a mixture of wood frame, aluminum slider and pvc frame.

The original main floor office contains an open waiting and reception room, three offices, copy room, boardroom, two 2 piece washrooms and a file room. Finishing includes painted drywall panel walls, suspended tile ceiling and newer tile and carpet flooring. The second floor addition (built in ±1999) contains similar finishing including painted drywall walls, suspended tile ceiling and similar commercial grade and tile flooring. The original hangar is fully open with metal clad walls and ceiling finish. A rear locker and staff room is located off the hangar with painted drywall walls, textured ceiling and commercial grade flooring.

HVAC: The office areas are heated with forced air furnaces and central air conditioning while the hangar is heated with two suspended forced air furnaces (1 newer).

ELECTRICAL: Power supply is considered adequate. Lighting contains fluorescent in the office and hangar.

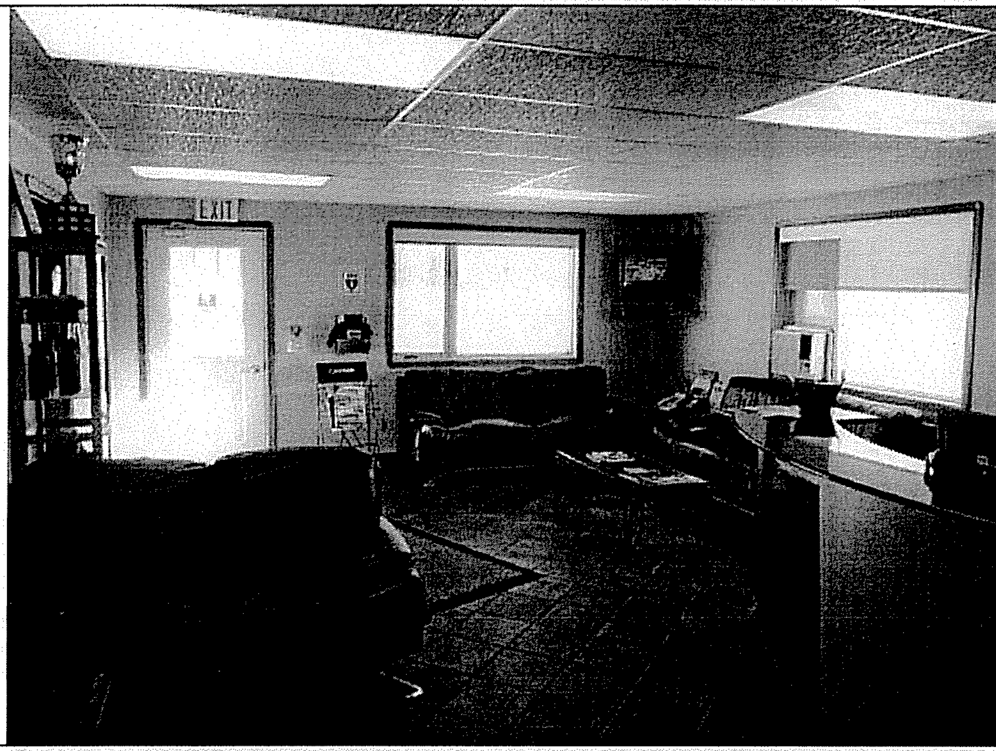
PLUMBING: Mixed plumbing lines with infloor drains; small hot water tank for bathroom. One two piece washroom in the original shop.

CONDITION: The improvements are in average to good overall condition with no observed or reported deficiencies with good quality construction materials.

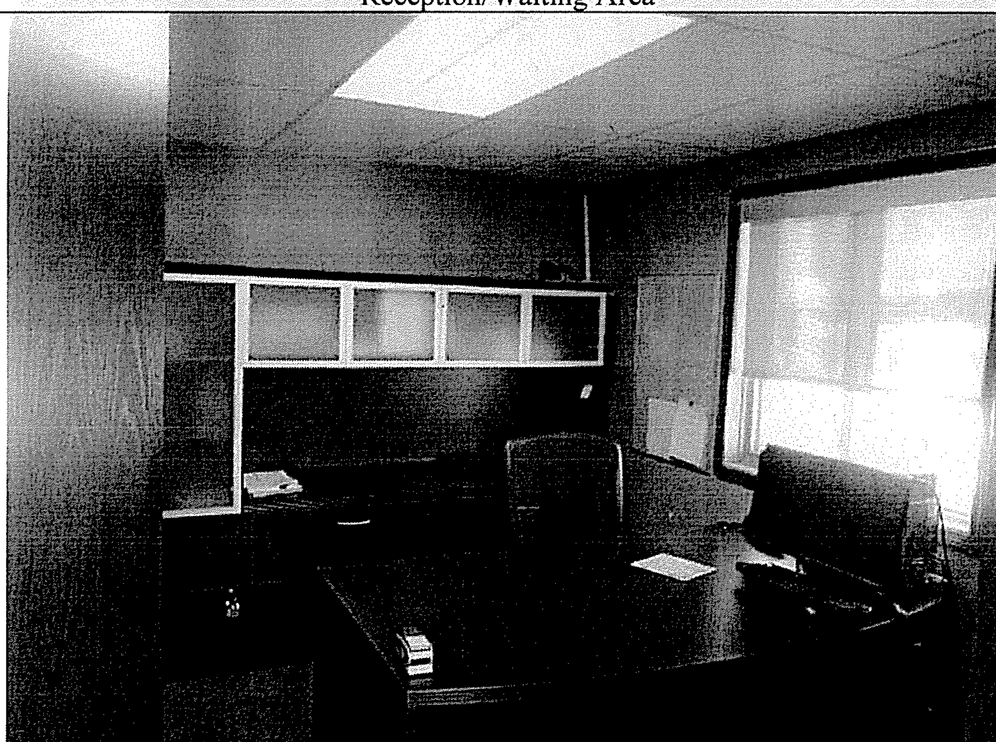
Subject Photographs

Front View of Subject

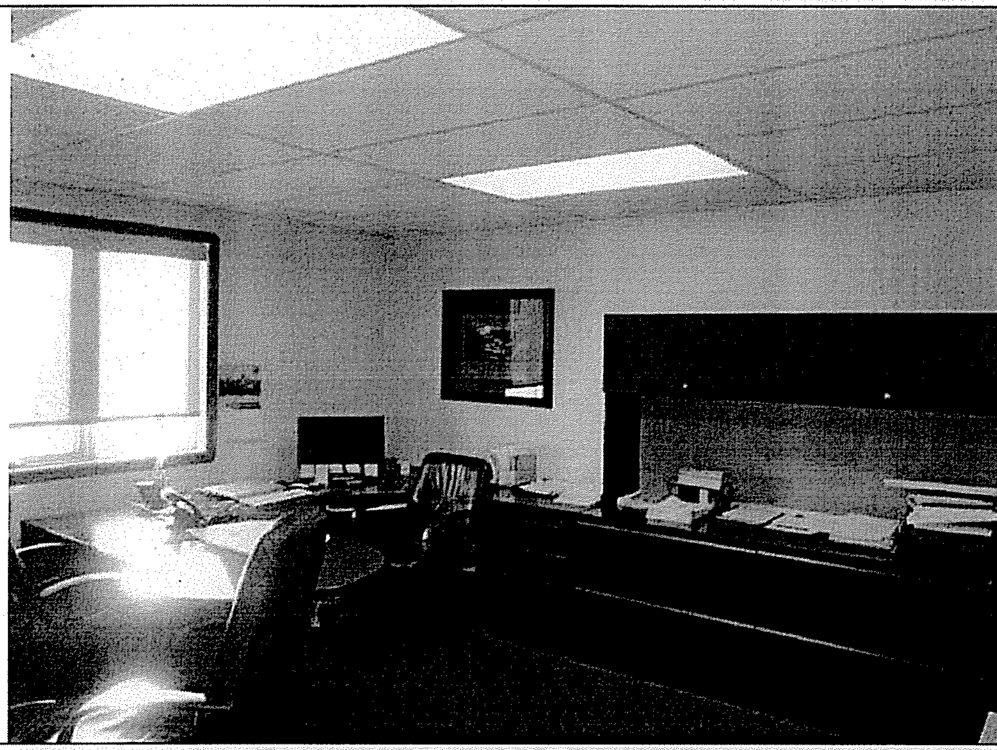
Rear View of Subject



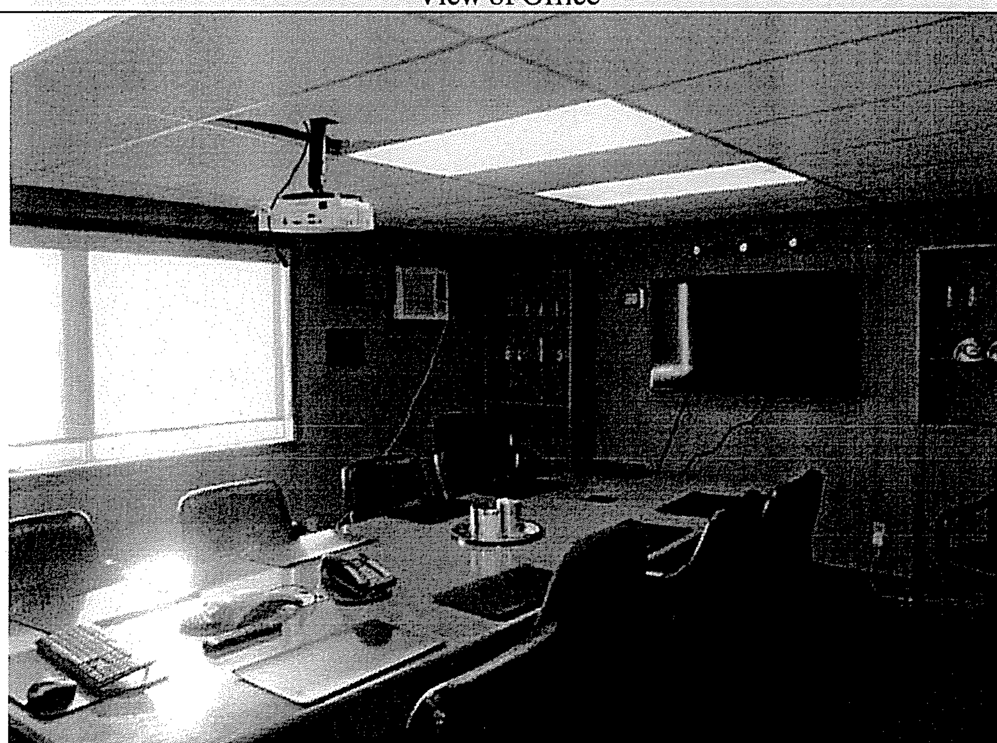
Reception/Waiting Area



View of Office



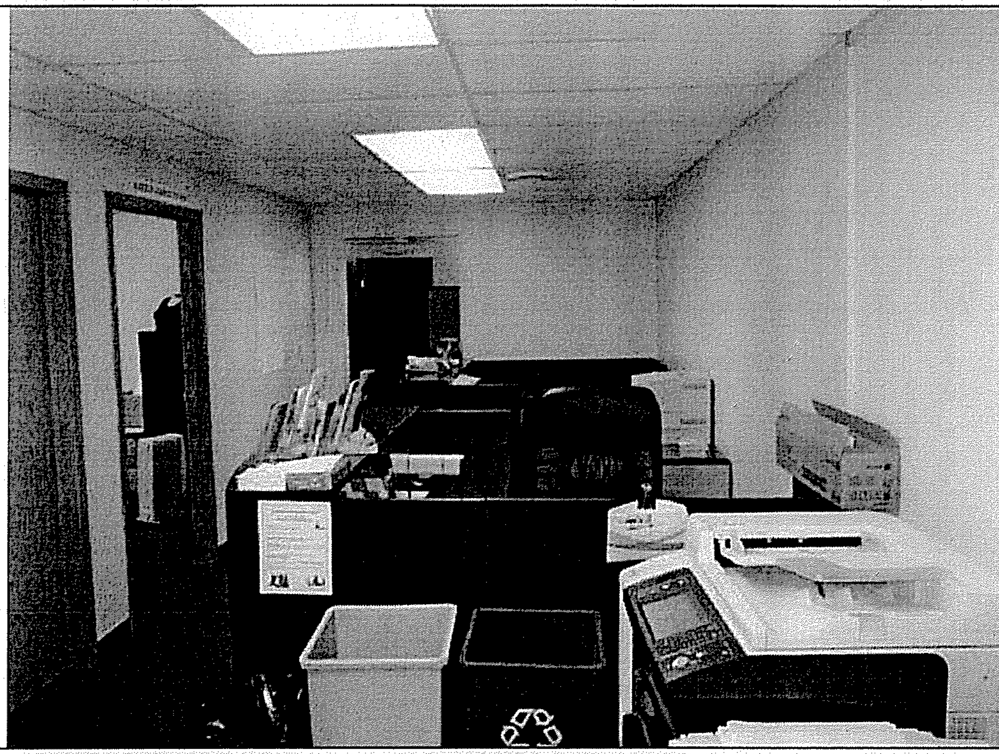
View of Office



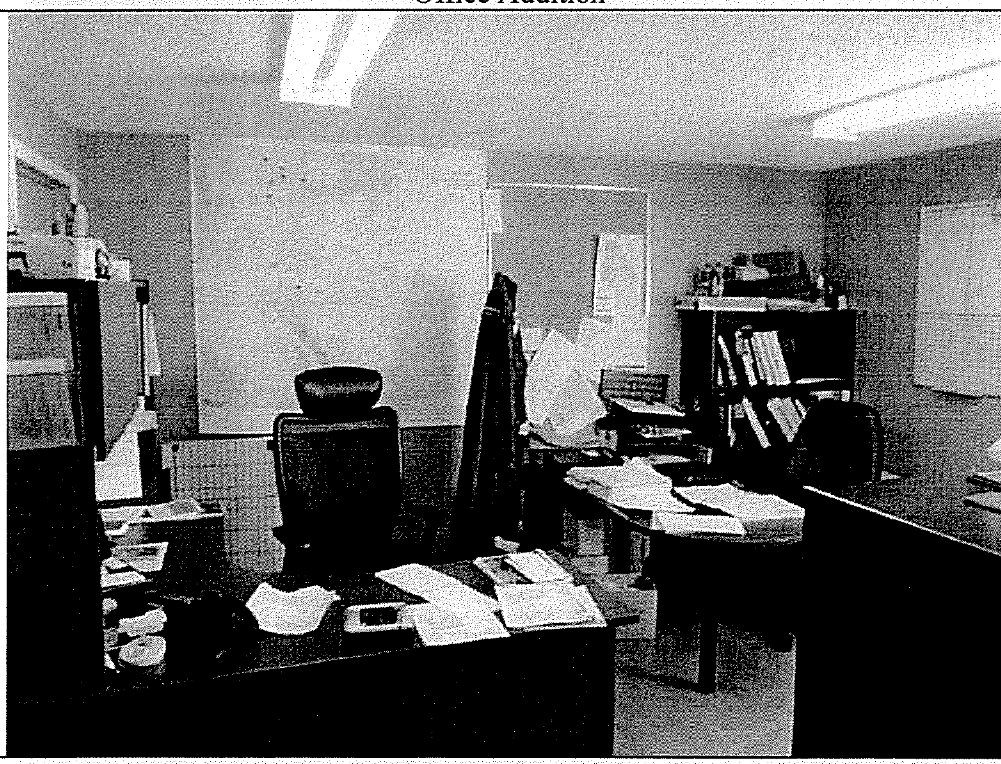
View of Boardroom

View of Hangar

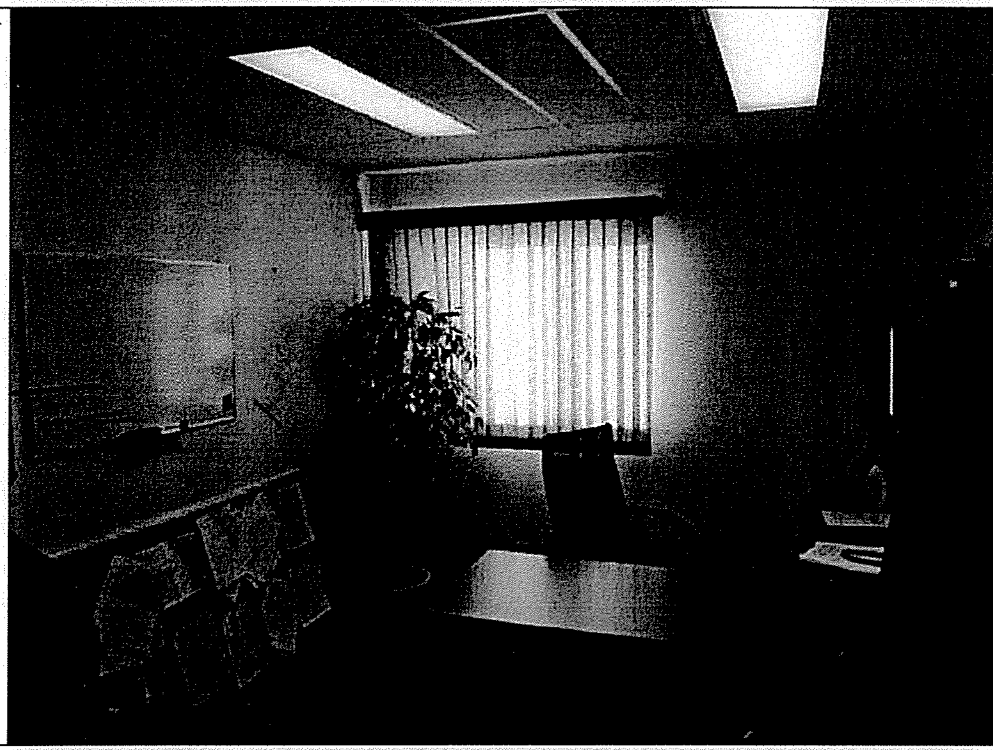
View of Hangar



Office Addition



Office Addition



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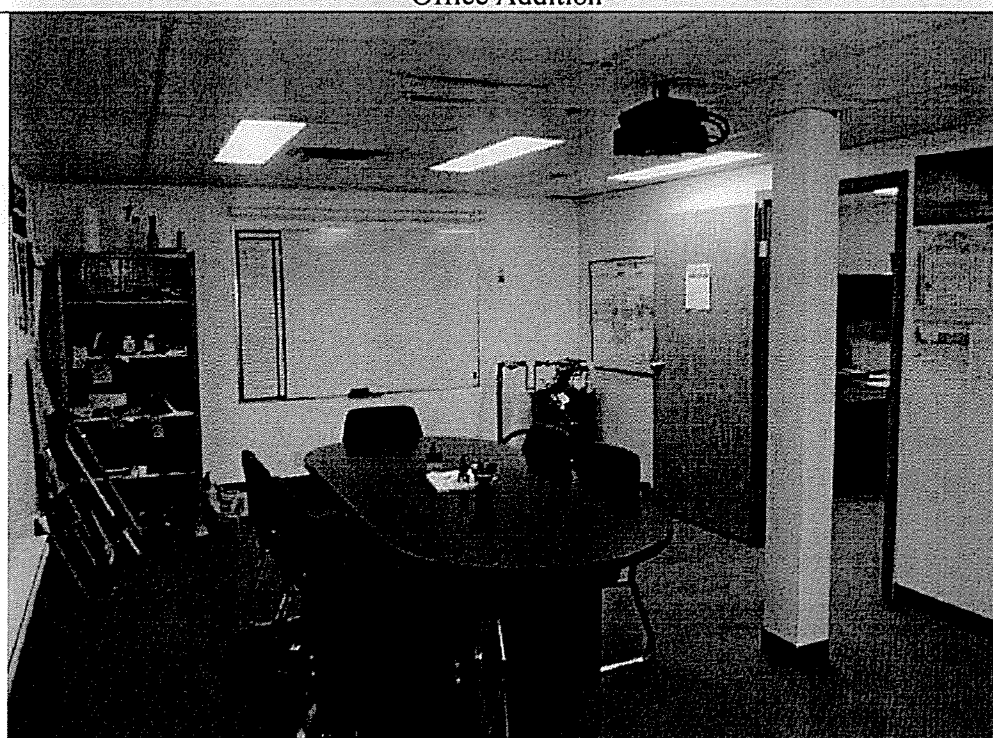

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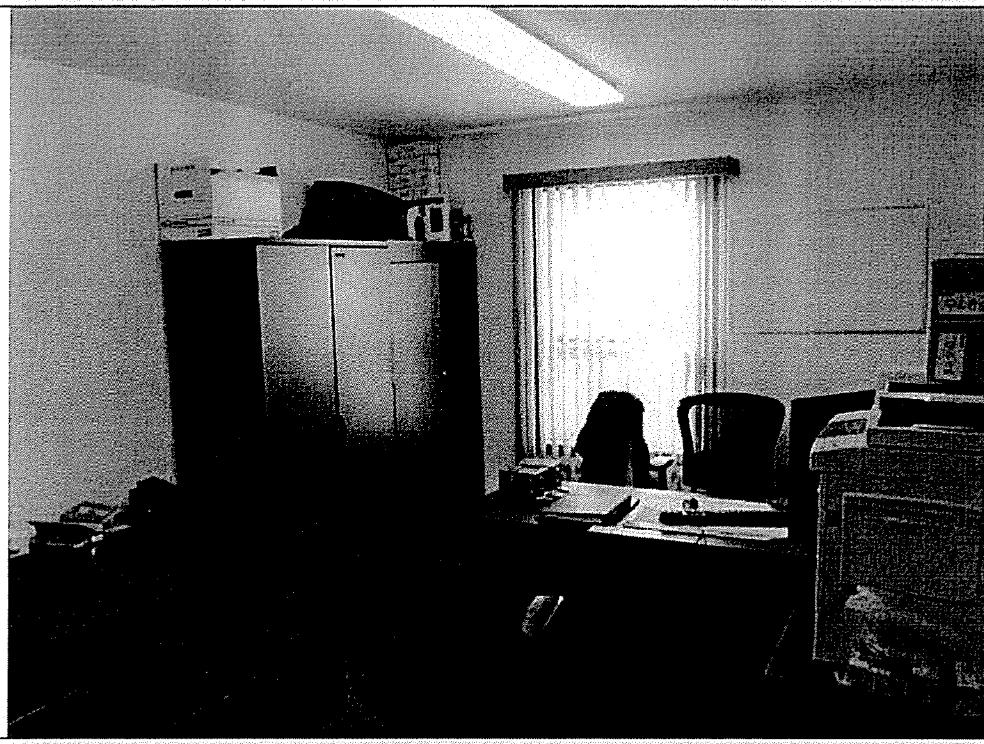

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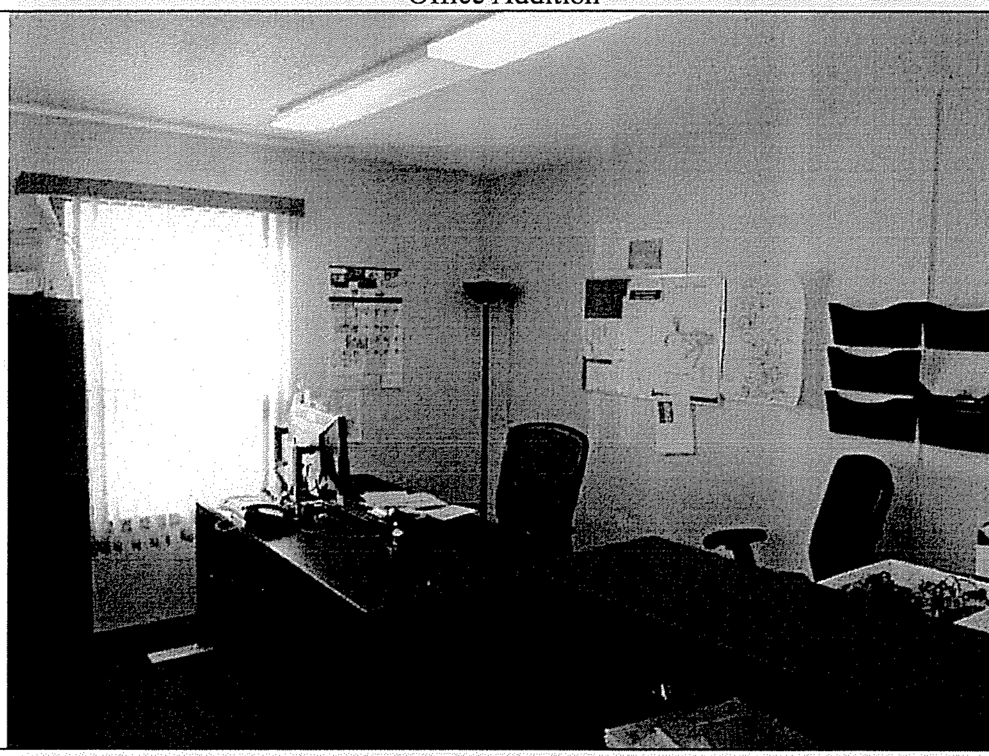
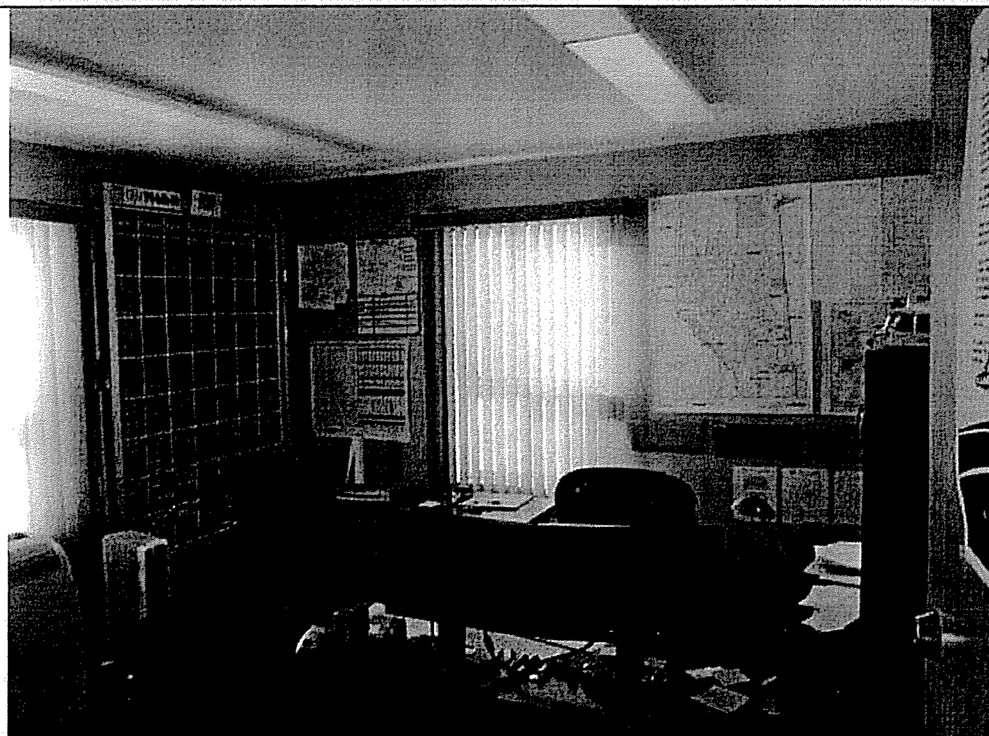
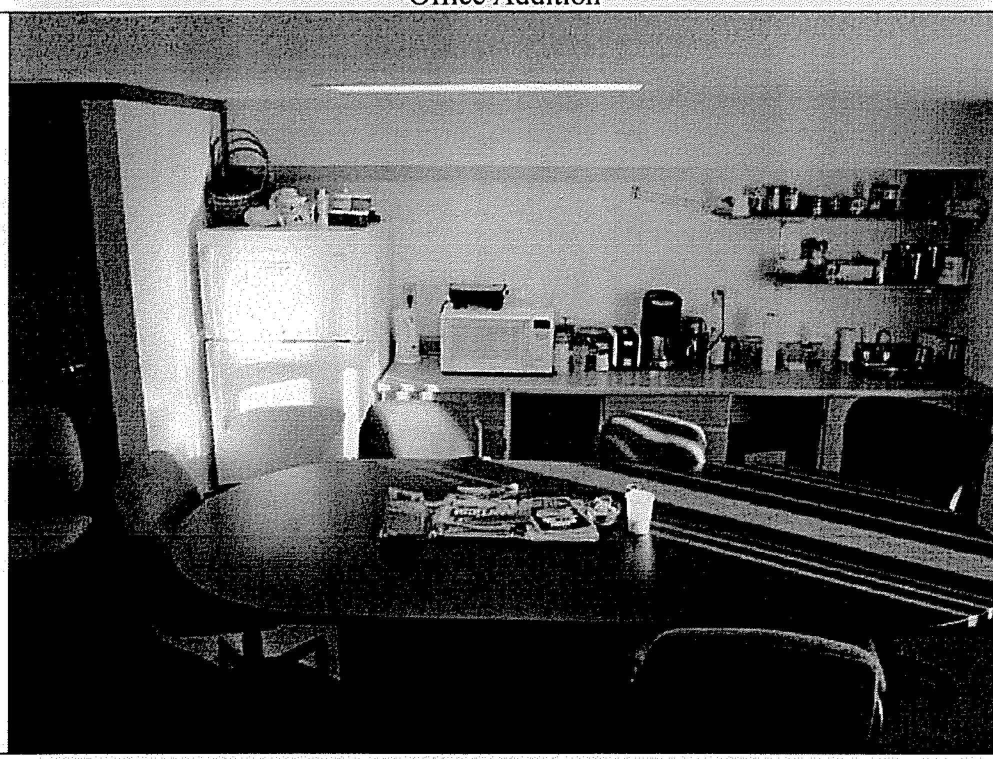


Office Addition



Office Addition



Office Addition

Building Description – Newer Hangar

The building which has a total area of 12,772 ft² was built in four stages being an original 1,728 ft² butler shop connecting to a 756 ft² office and breezeway and 796 ft² detached office and breezeway connecting to the newer 9,492 ft² hangar which includes a second storey office containing 1,404 ft².

This building is described as follows:

AGE: 24/38/34. (built in 1992, 1978 and 1982). *Effective age* is 15/30 years with remaining economic life of 35/20 years.

CONSTRUCTION: The new hangar portion of this building contains a two storey office area within the hangar while the second portion contains an older butler shop with smaller office addition and an older garage with breezeway. The new hangar consists of a 24 ft. high steel frame structure with three ton crane and partial crane way on a concrete slab on granular base. Exterior finishing consists of pre-painted metal cladding with a galvanized metal roof cover. Man doors are steel and the overhead doors contains one 16 ft. and two 18 ft. high hangar doors with one 8 ft. overhead door with electric openers. The interior of the hangar is finished with blanket insulation walls and ceiling with the lower 12 ft. covered with pre-painted metal cladding. The windows within the building are pvc frame.

The main floor office area contains a large parts area with lunch room, two offices and two piece washroom. The second floor contains a large open work area, three offices, two piece washroom and storage room. Each floor offers 1,404 ft². Finishing contains painted drywall walls, suspended tile ceiling and tile flooring.

The original butler shop (1,728 ft²) which has an open overhead door at the rear of the new hangar is an older steel frame structure built on a concrete slab on granular base. Exterior finishing consists of pre-painted galvanized metal with the interior finished with blanket insulation. A removable paint booth is located in this smaller shop but has been excluded as it is a removable chattle. This shop has a primarily full storage mezzanine and is used primarily for storage. Steel scaffolding has been erected at the interior overhead door with evidence of prior water damage at the connection of the old shop and new hangar. As we are unable to determine the cost associated with the damage, it is recommended that an inspection by a qualified professional be conducted.

A 756 ft² office/work area has been added onto the rear exterior wall of the butler shop and contains an open work area with a single office. Exterior finishing contains vinyl siding and asphalt shingle roof cover. This is a wood frame structure on a concrete slab. An old double detached garage and breezeway (796 ft²) is located off the south west corner of the hangar with access via the parts room (used for additional parts storage). This is an older wood frame garage on a concrete slab.

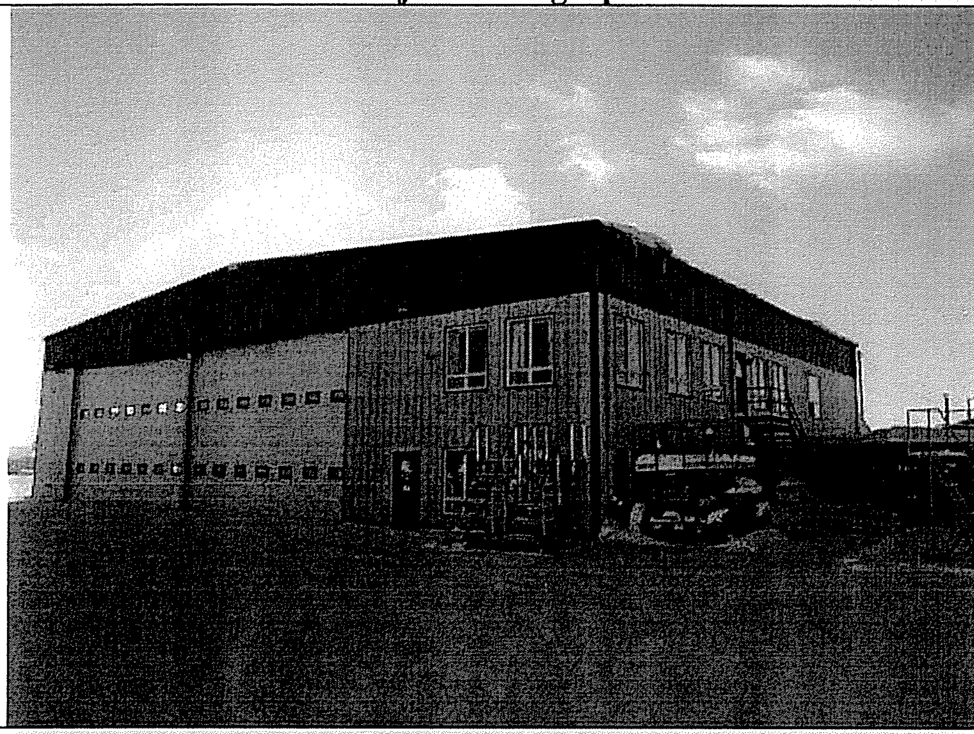
HVAC: The hangar is heated with in-floor hot water heating (765,000 BTU boiler) with air conditioning for the office area including an additional make-up air unit for the hangar. The office addition has forced air heat with a window air conditioner.

ELECTRICAL: Power supply is considered adequate with a main 400 amp panel. Lighting contains fluorescent in the office areas and butler shop and incandescent vapour lights in the hangar.

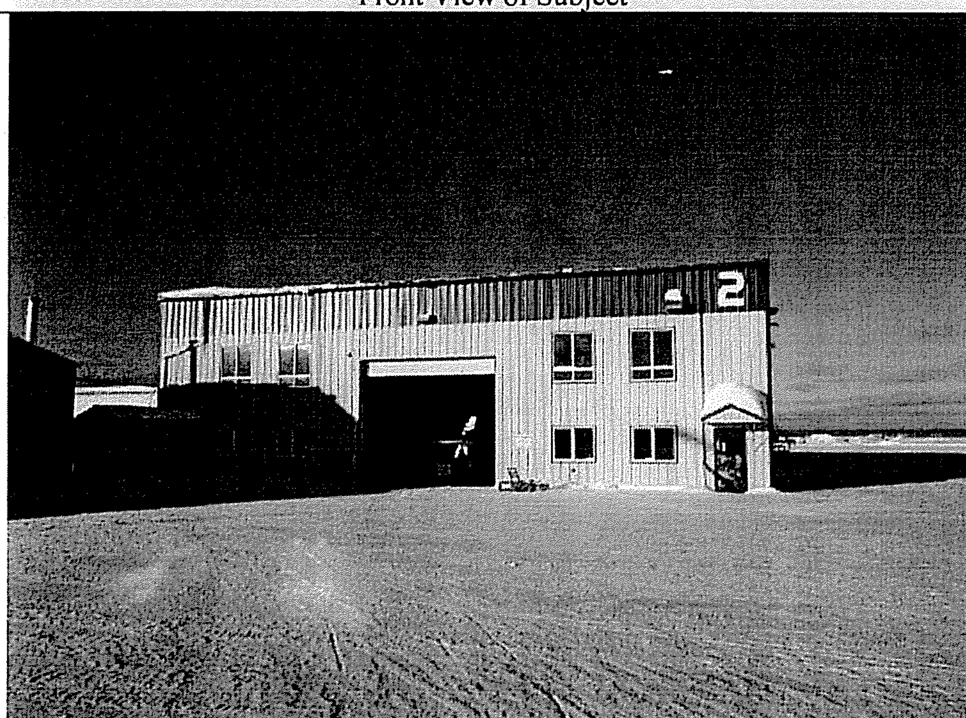
PLUMBING: Mixed plumbing lines with infloor drains; 50 gallon hot water tank for bathrooms.

CONDITION: The improvements are in average to good overall condition with no observed or reported deficiencies with good quality construction materials.

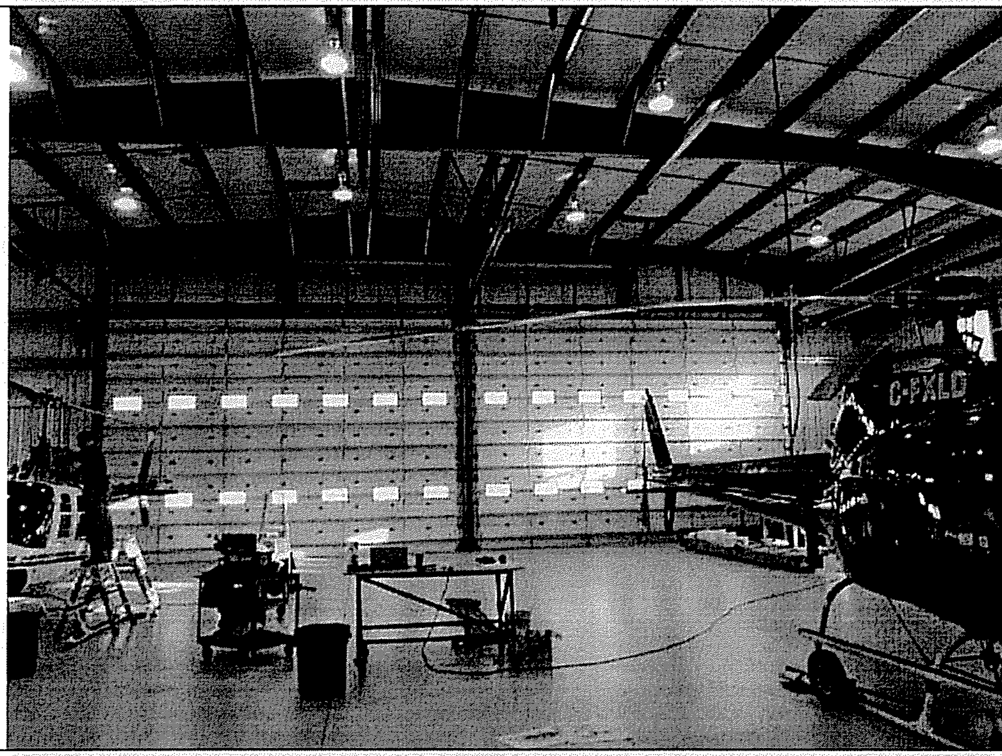
Subject Photographs



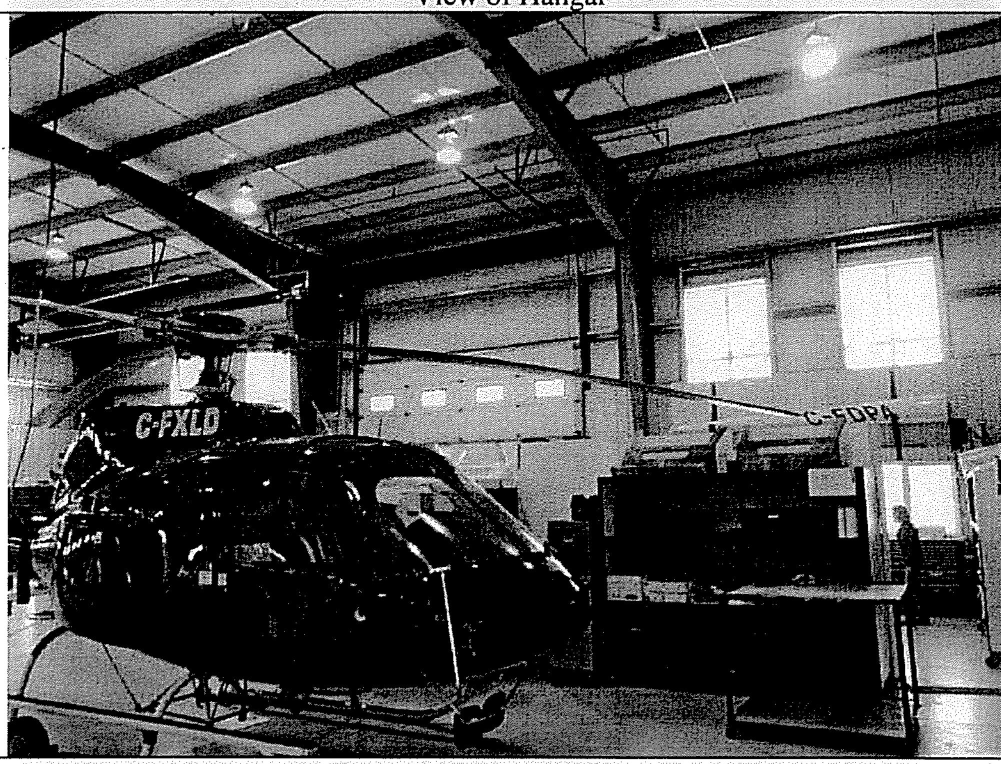
Front View of Subject



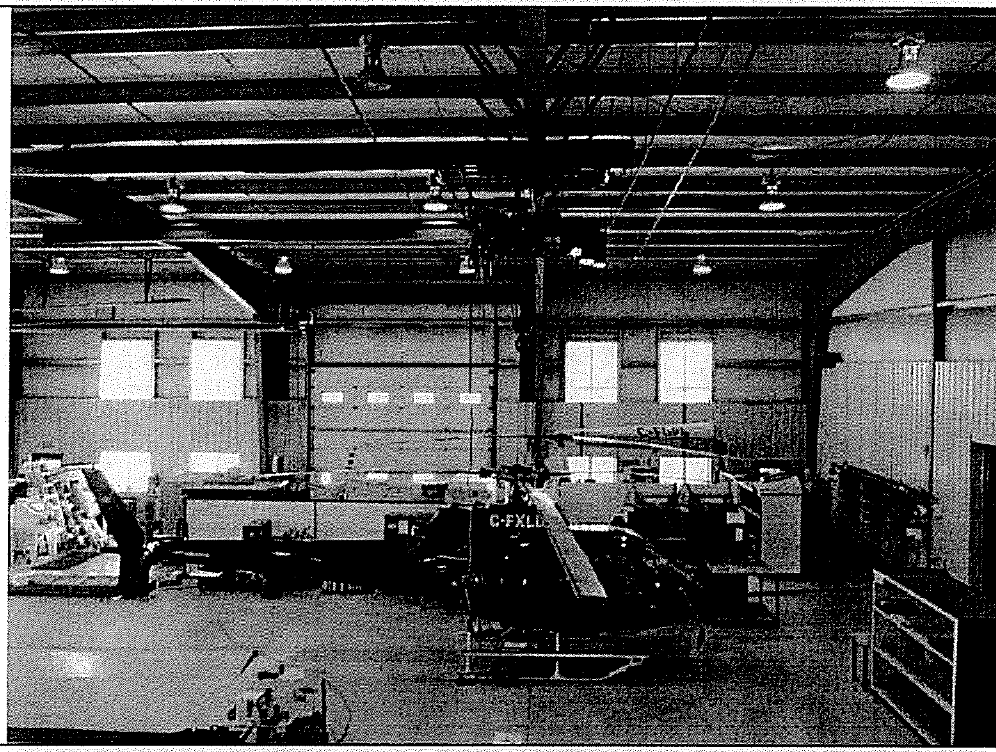
Rear View of Subject



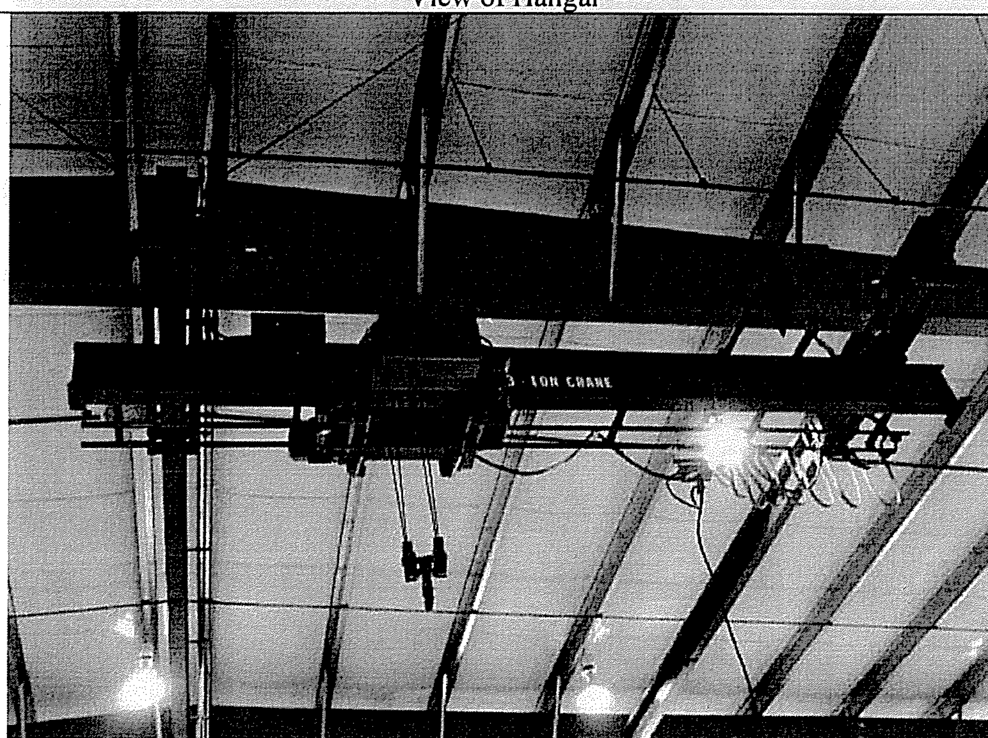
View of Hangar



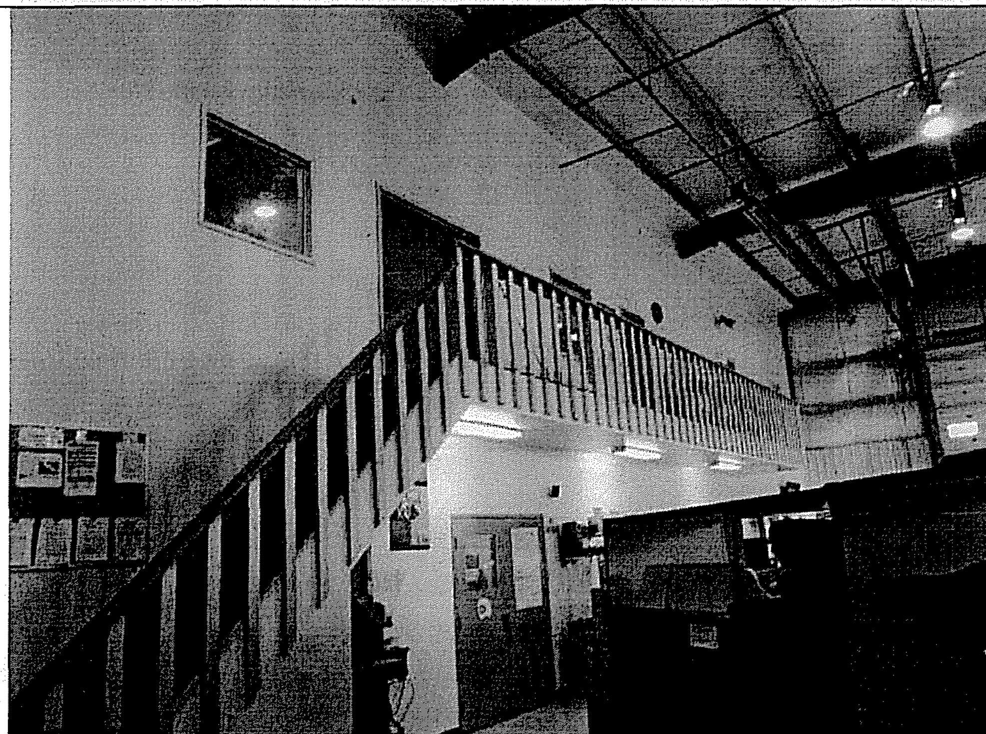
View of Hangar



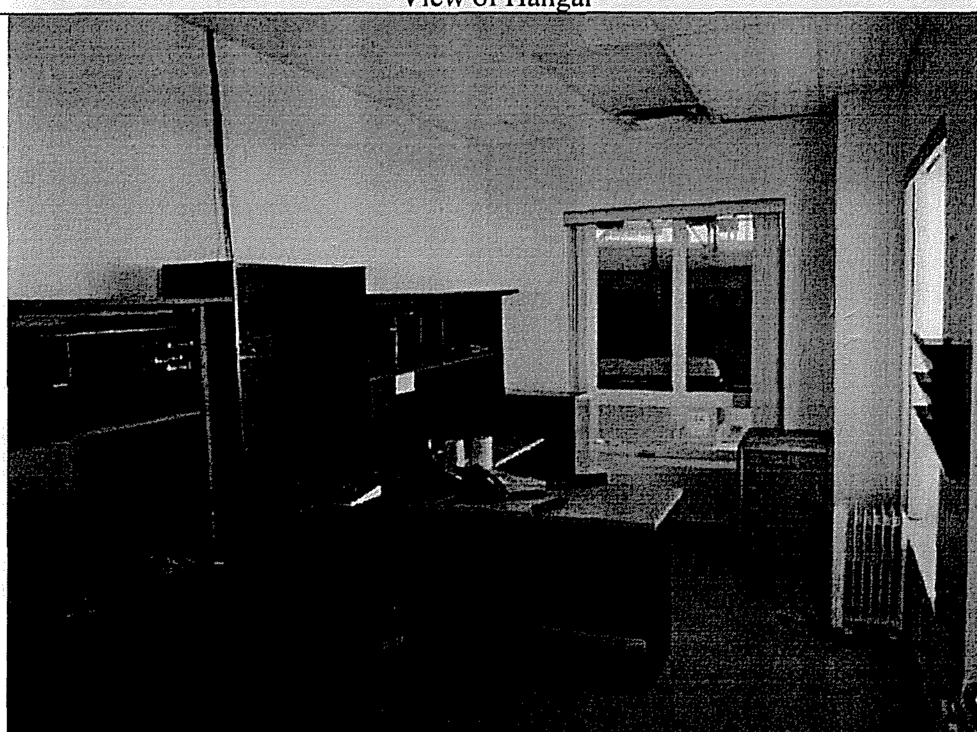
View of Hangar



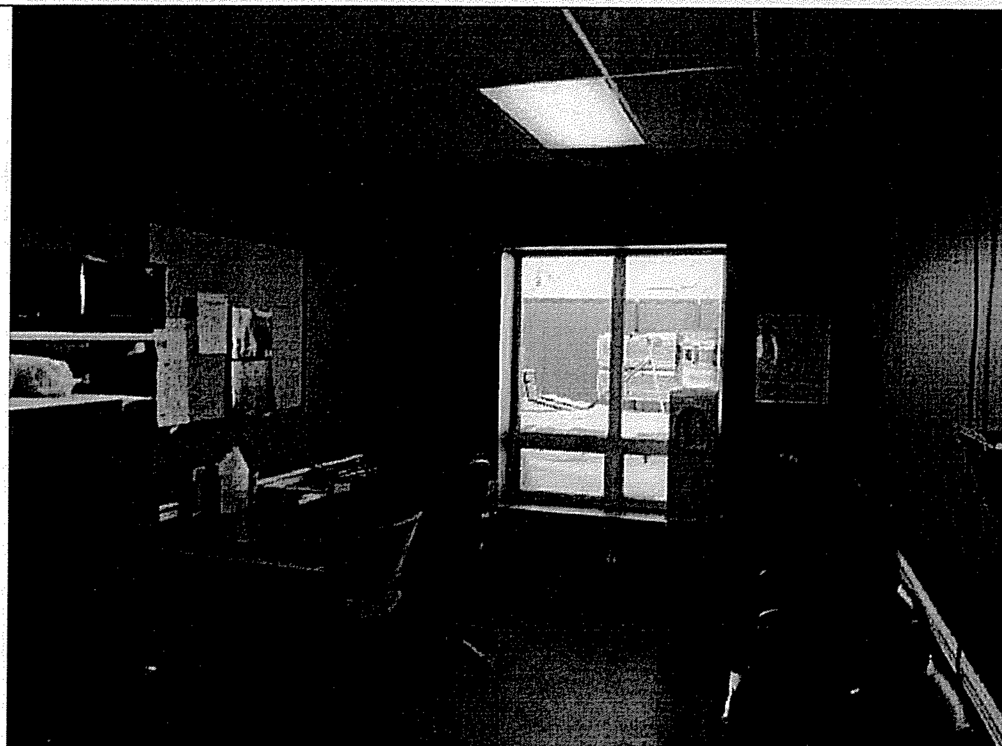
View of Crane



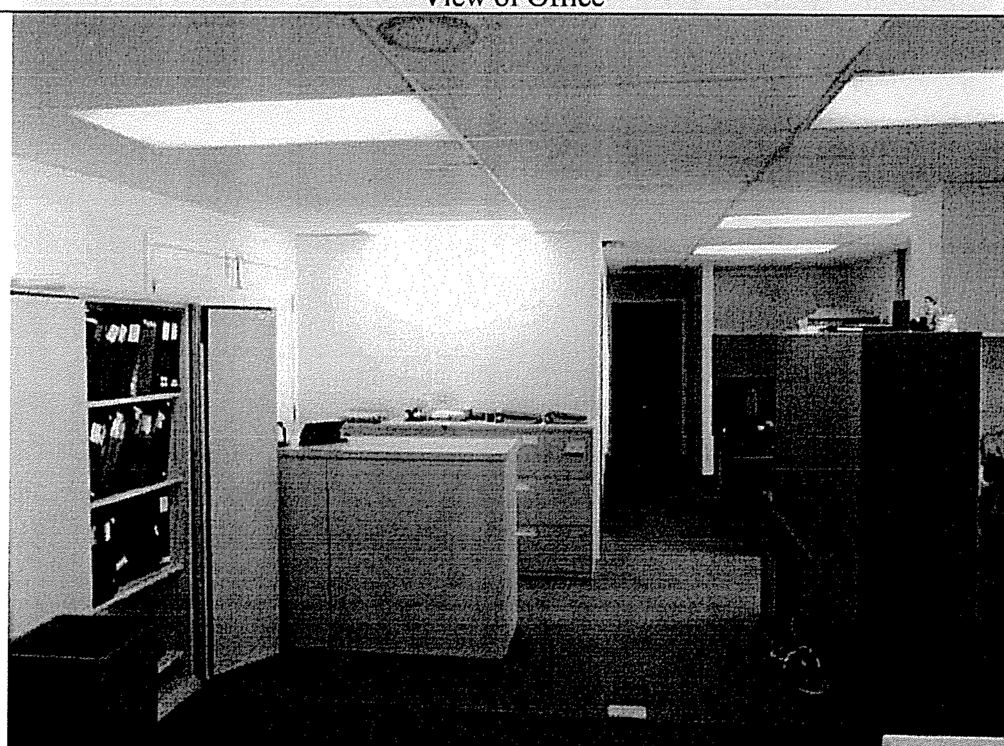
View of Hangar



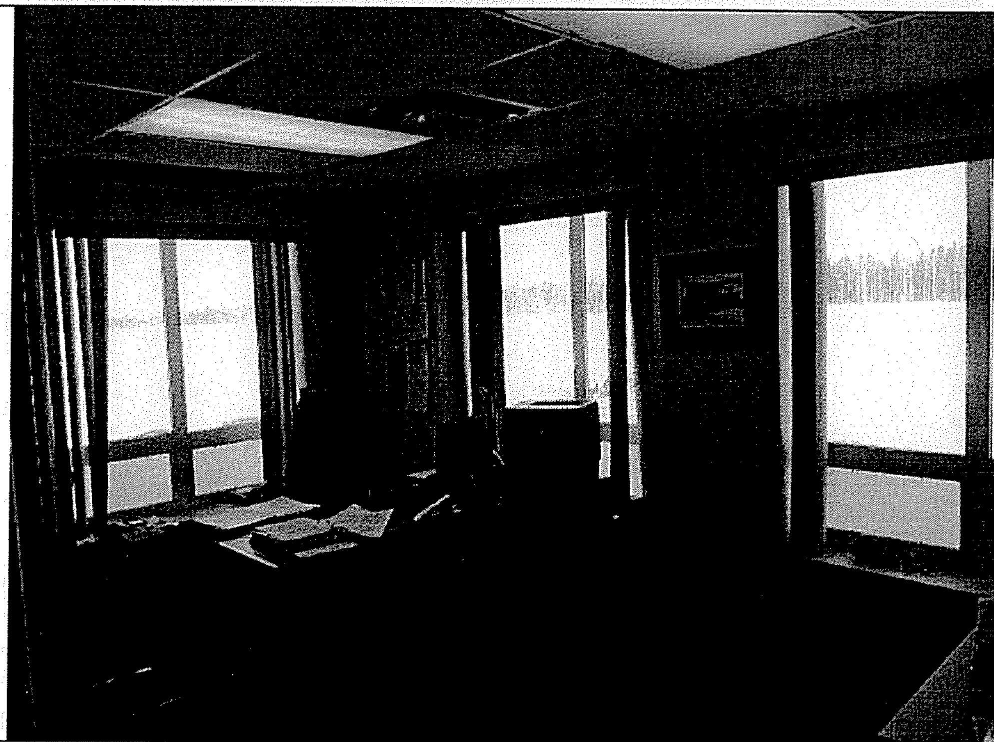
View of Office



View of Office



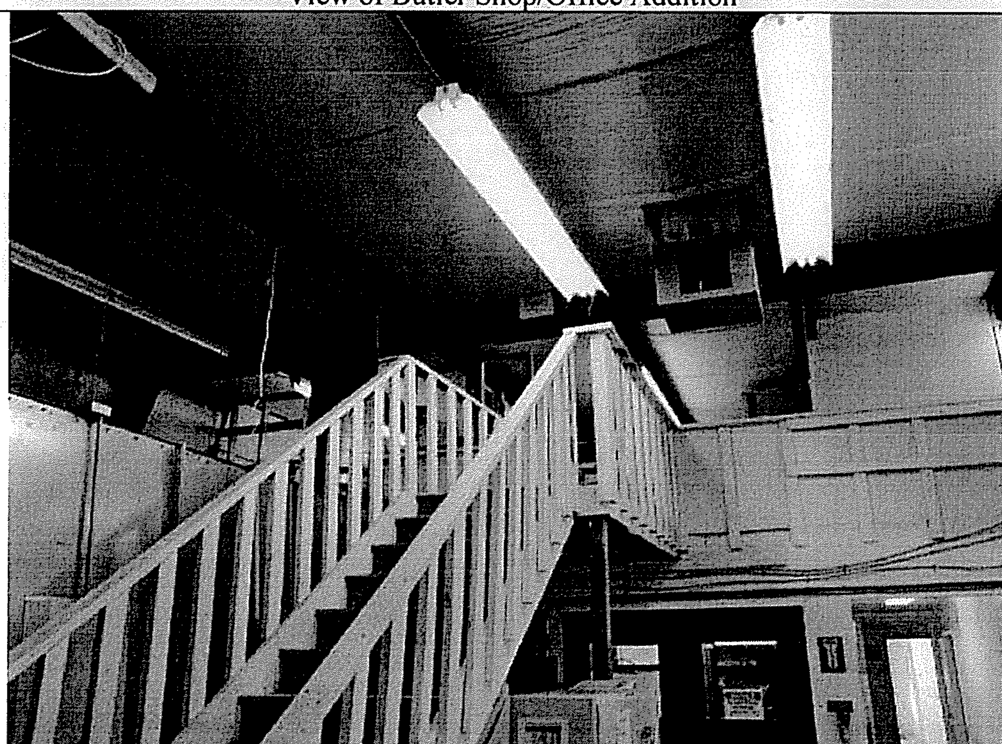
View of Office



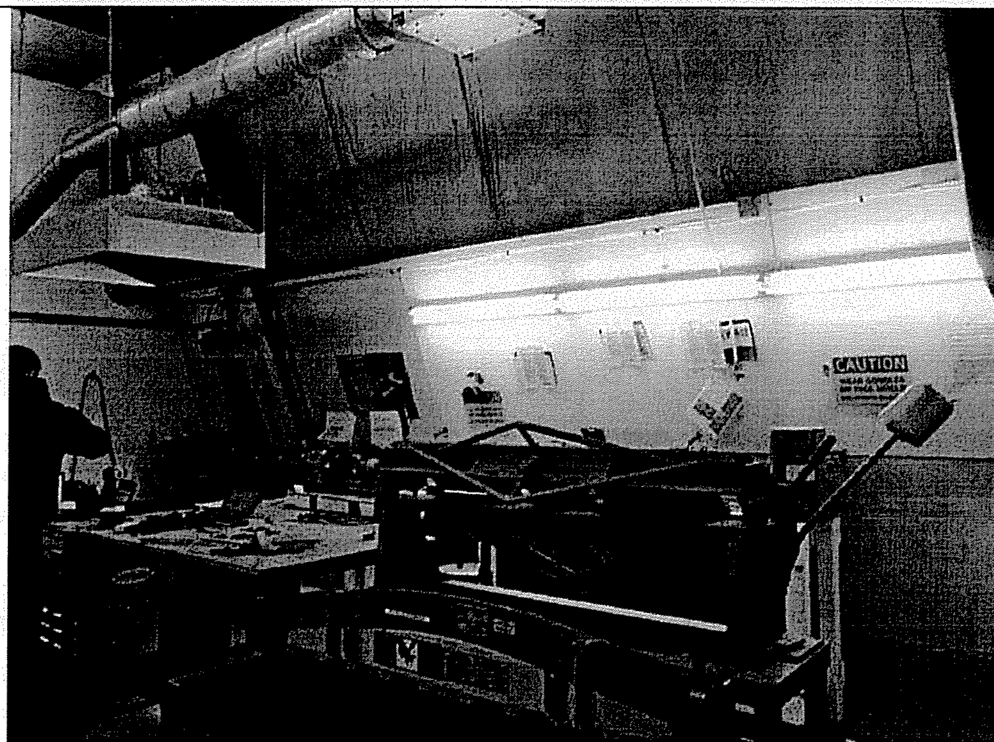
View of Office

View of Butler Shop/Office Addition

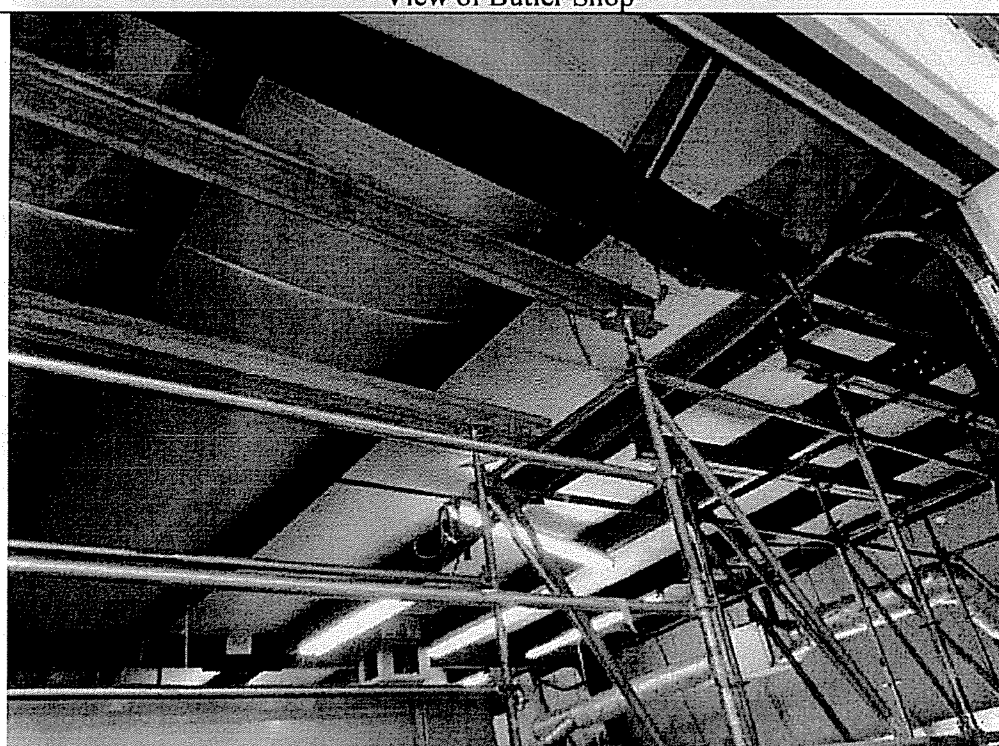
View of Butler Shop/Office Addition



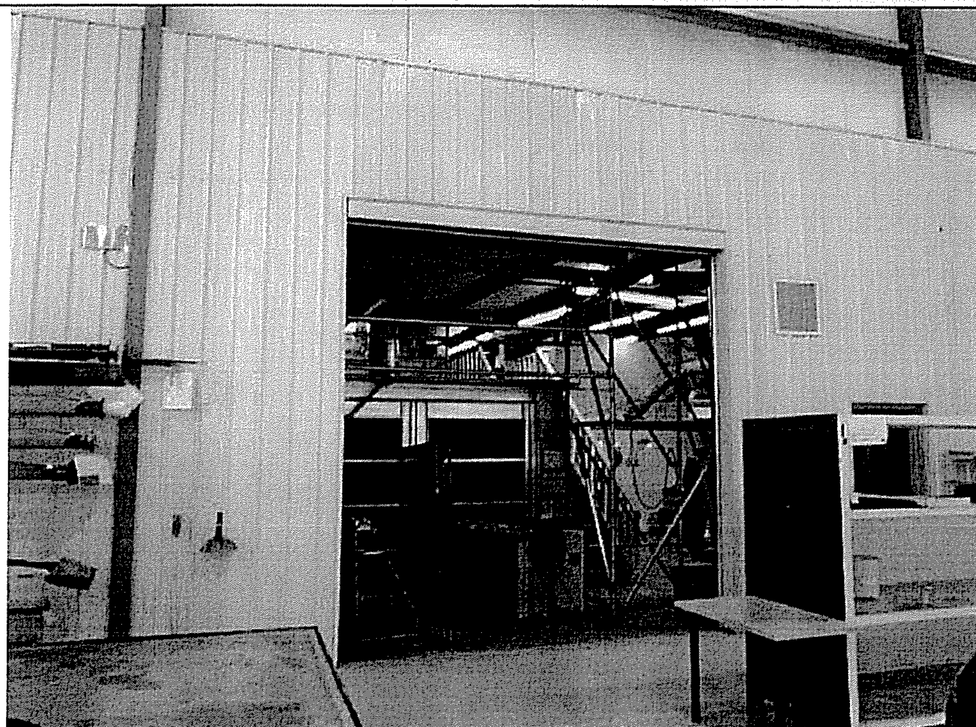
View of Butler Shop



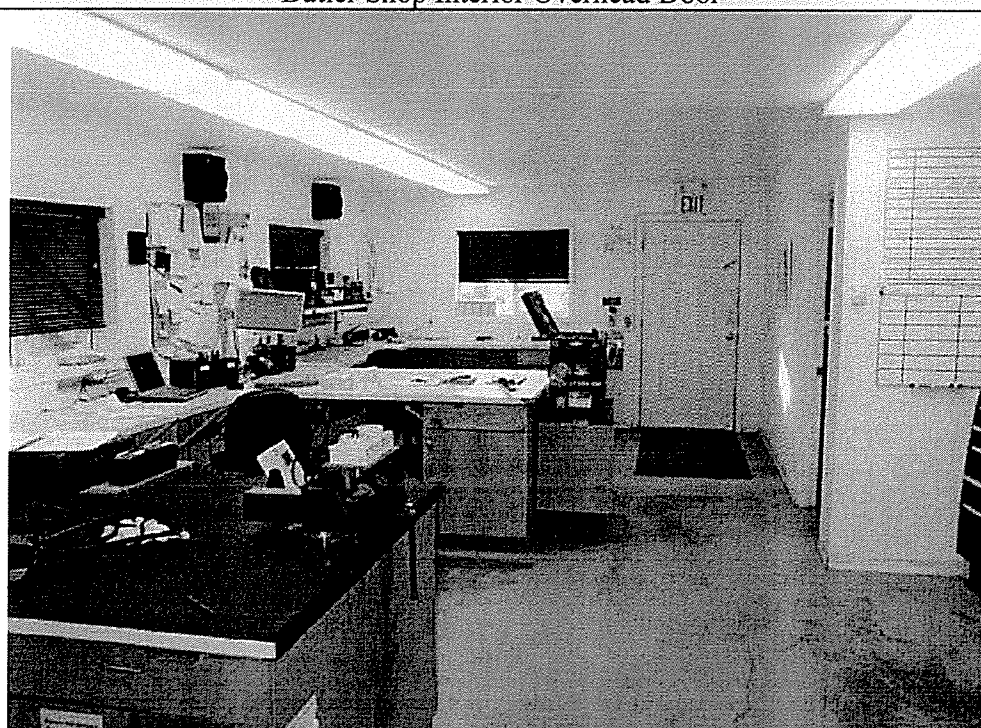
View of Butler Shop



View of Butler Shop Frame Support



Butler Shop Interior Overhead Door



Office Addition

Building Description – Small Hangar

This building is described as follows:

AGE: 37 Years. (built in 1979). *Effective age* is 25 years with remaining economic life of 25 years.

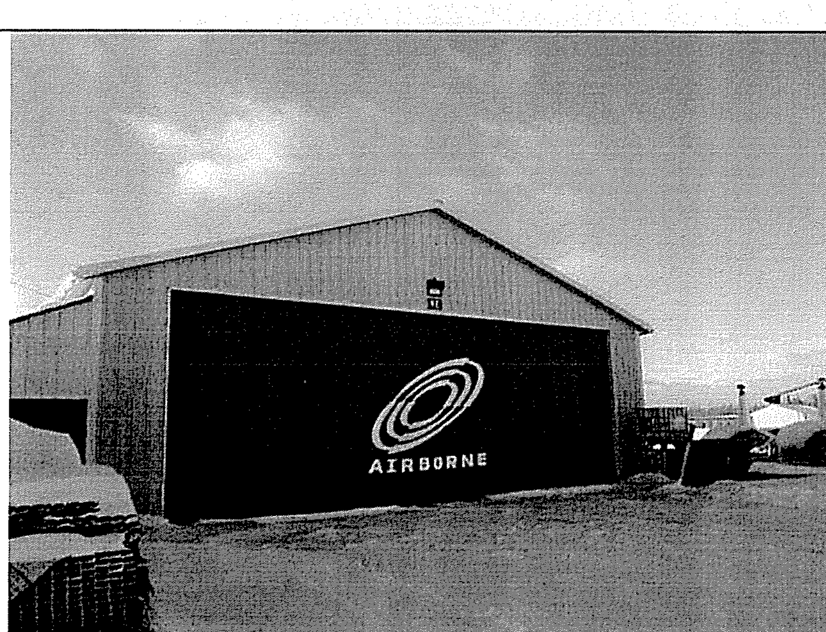
CONSTRUCTION: This 2,000 ft² wood frame hangar is fully open with insulated and drywalled walls/ceiling with a vinyl roll door. The hangar consists of a 16 ft. ceiling on a concrete slab on granular base. Exterior finishing consists of pre-painted metal cladding with a galvanized metal roof cover.

HVAC: The hangar is heated with a newer suspended radiant tube heater.

ELECTRICAL: Power supply is considered adequate.

PLUMBING: None.

CONDITION: The improvements are in average overall condition with no observed or reported deficiencies with good quality construction materials.

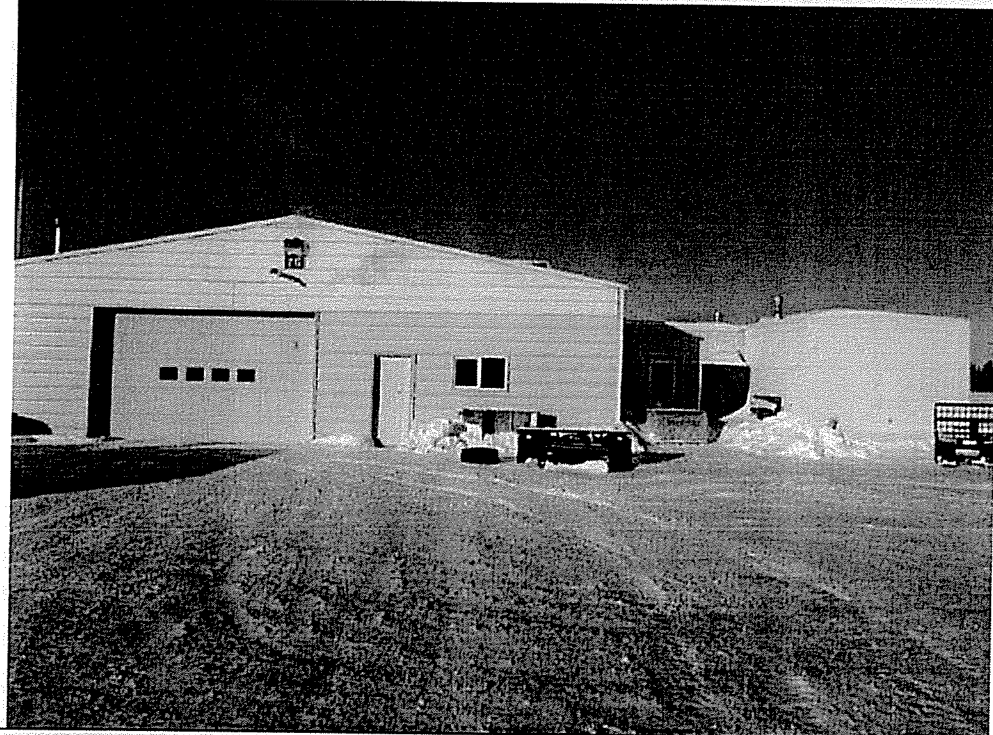


Front View

Building Description – Detached Garage with Mobile

This building is described as follows:

AGE:	36/37 Years. (Garage built in 1979/Mobile home built in 1980). *Effective age* of the garage is 30 years with remaining economic life of 20 years. The mobile home is considered fully depreciated and offers contributory value only (480 ft²).
CONSTRUCTION:	This steel frame building offers 1,444 ft² and is fully open with blanket insulated walls and ceiling with an overhead door. The garage is built on a concrete slab on granular base with exterior finishing consisting of wood siding and metal roof cover.
HVAC:	The building is heated with an older suspended forced air furnace and newer suspended tube heater.
ELECTRICAL:	Lighting contains fluorescent lights. Power supply is considered adequate.
PLUMBING:	None.
CONDITION:	The improvements are in average overall condition with no observed or reported deficiencies with good quality construction materials.



Front View

Interior View of Garage

Building Description – Detached Garage

This building is described as follows:

AGE: 34 Years. (Garage built in 1982). *Effective age* of the garage is 30 years with remaining economic life of 20 years.

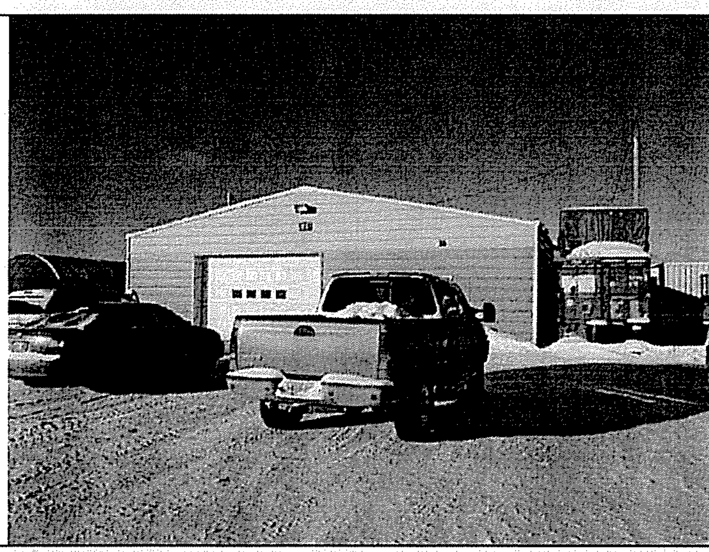
CONSTRUCTION: This steel frame building offers 1,380 ft² and is utilized primarily for storage with demising interior walls. Interior walls are insulated and lined with metal sheeting with a newer overhead door. The garage is built on a concrete slab on granular base with exterior finishing consisting of wood siding and metal roof cover.

HVAC: The building is heated with an older suspended forced air furnace.

ELECTRICAL: Lighting contains fluorescent lights. Power supply is considered adequate.

PLUMBING: None.

CONDITION: The improvements are in average overall condition with no observed or reported deficiencies with good quality construction materials.



Front View

Building Description – Former Residence/Office

This building is described as follows:

AGE: 39 Years. (Garage built in 1977). *Effective age* of the garage is 30 years with remaining economic life of 35 years.

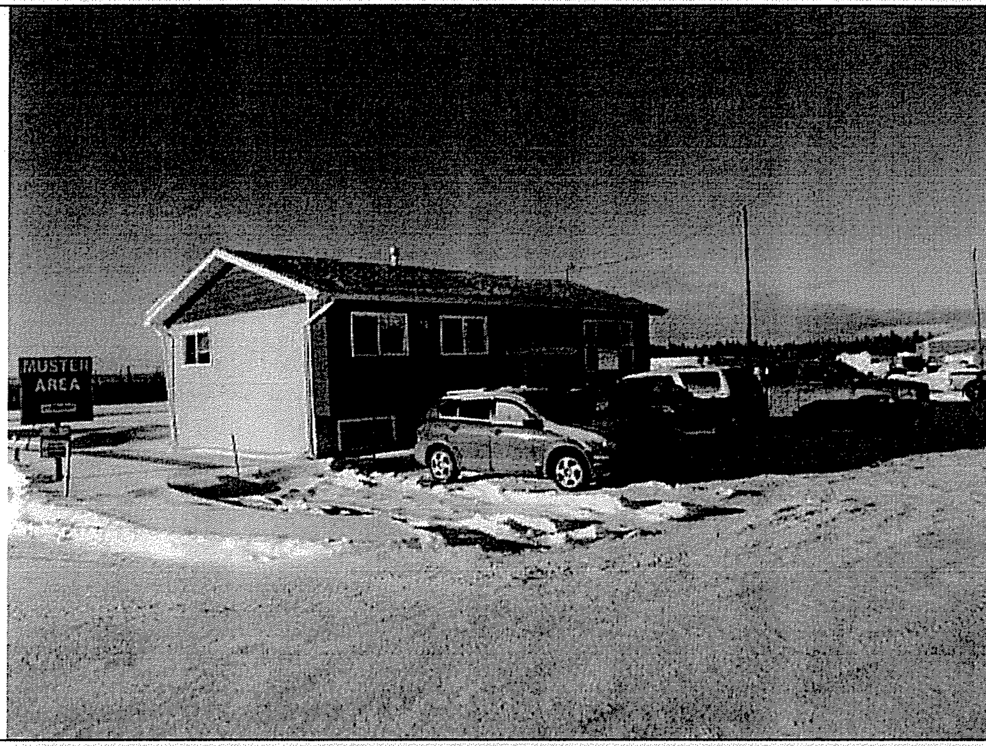
CONSTRUCTION: This wood frame bi-level dwelling offers 1,078 ft² and was built as a residence with a partially developed basement. The main floor is demised with a living room, kitchen, three bedrooms and a four piece washroom. Finishing includes painted drywall walls, textured ceiling and vinyl tile flooring. The basement is developed with offices. There is evidence of prior flooding as the lower 3 feet of drywall has been removed and not yet repaired. This building has been previously used as office space but is currently vacant and used for storage. The dwelling is built on a poured concrete foundation on granular base with exterior finishing consisting of stucco and wood siding with asphalt shingle roof cover and newer pvc windows on the main floor and original aluminum sliders in the basement.

HVAC: The building is heated with a newer forced air furnace; central air conditioning.

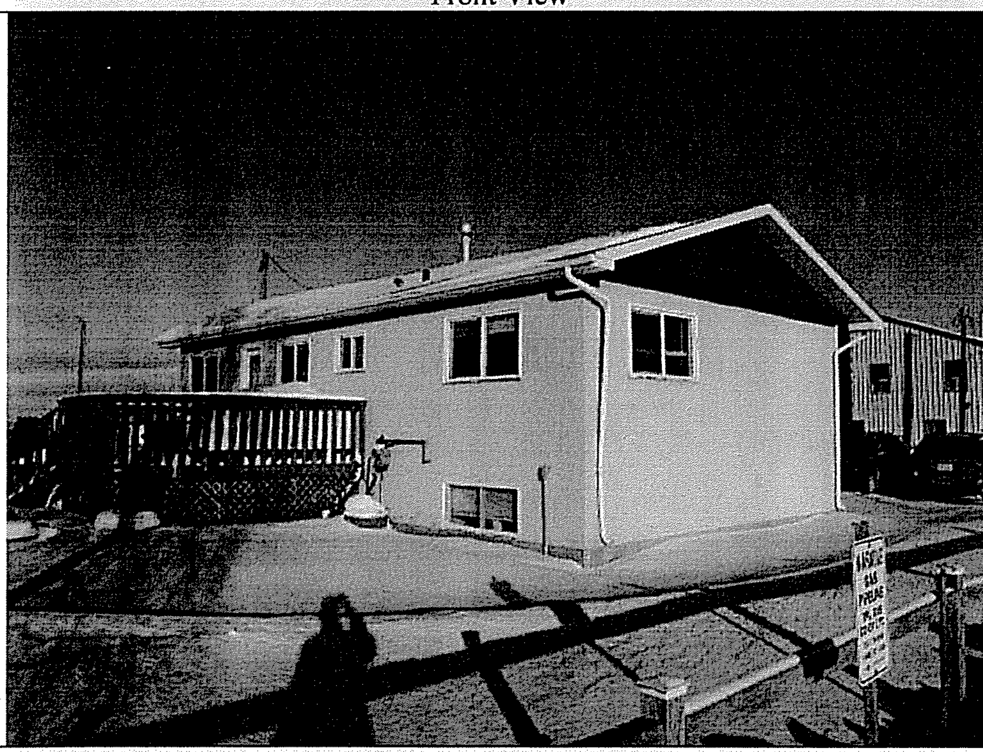
ELECTRICAL: Lighting contains fluorescent lights. Power supply is considered adequate.

PLUMBING: Mixed plumbing lines with sump pump. 40 gallon hot water tank.

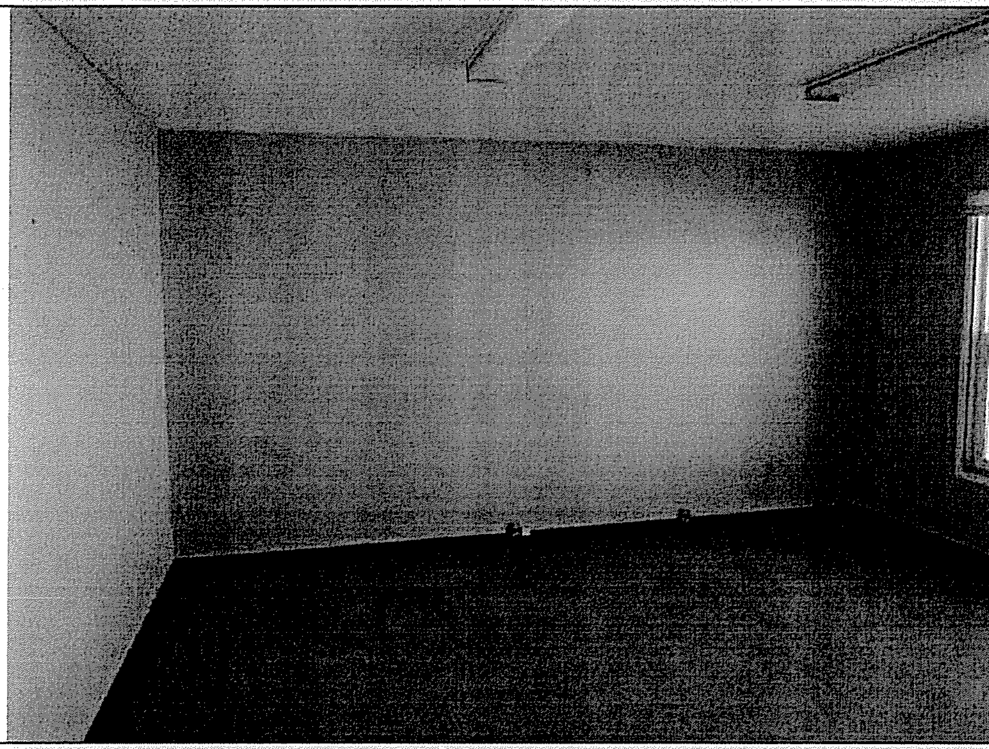
CONDITION: The improvements are in very average overall condition with no observed or reported deficiencies other than the required basement repairs with good quality construction materials.



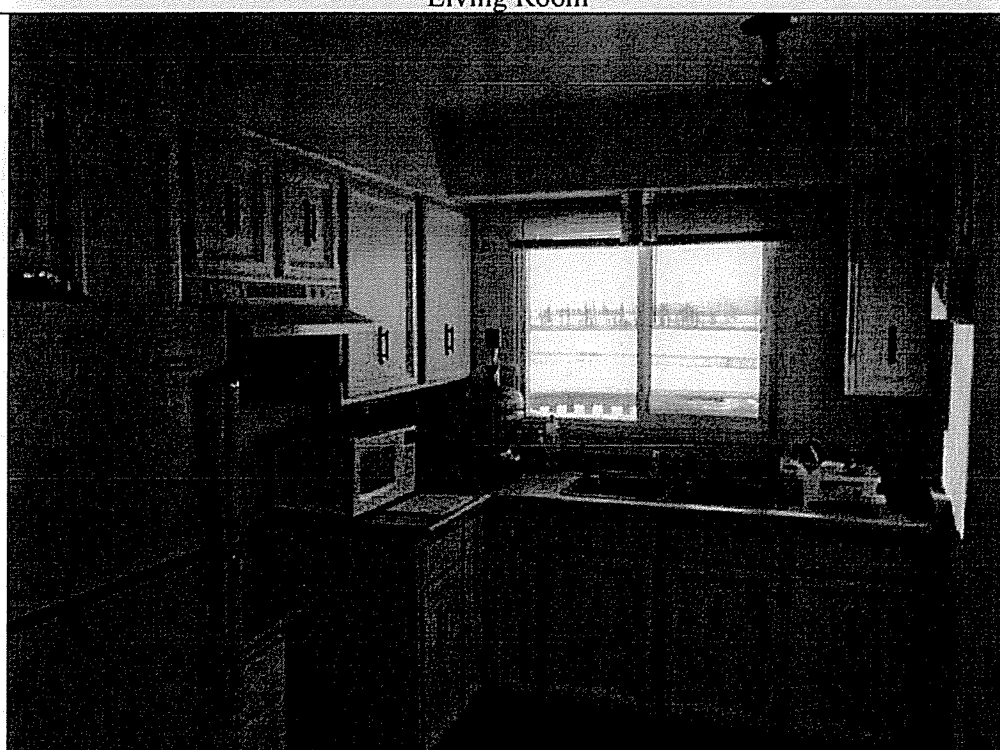
Front View



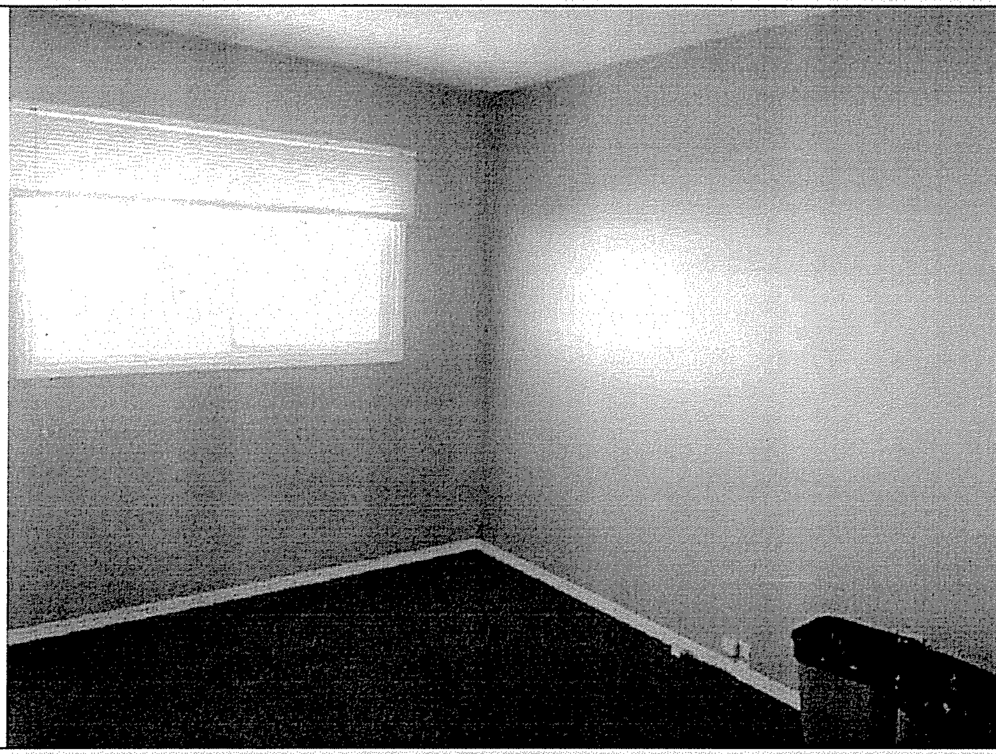
Interior View of Garage



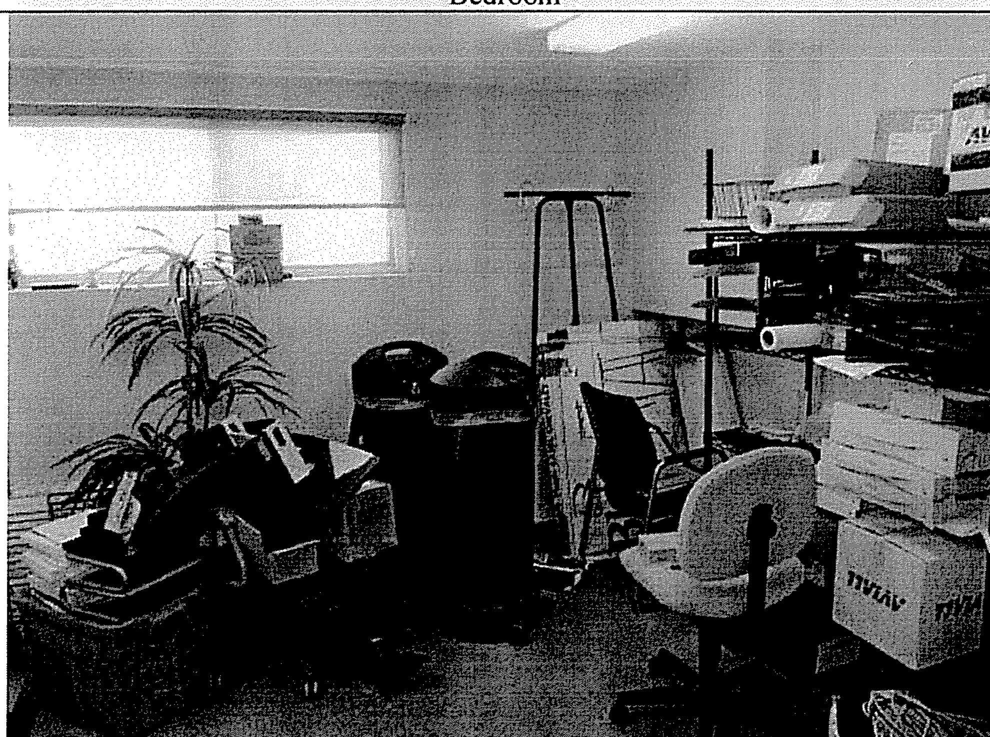
Living Room



Kitchen



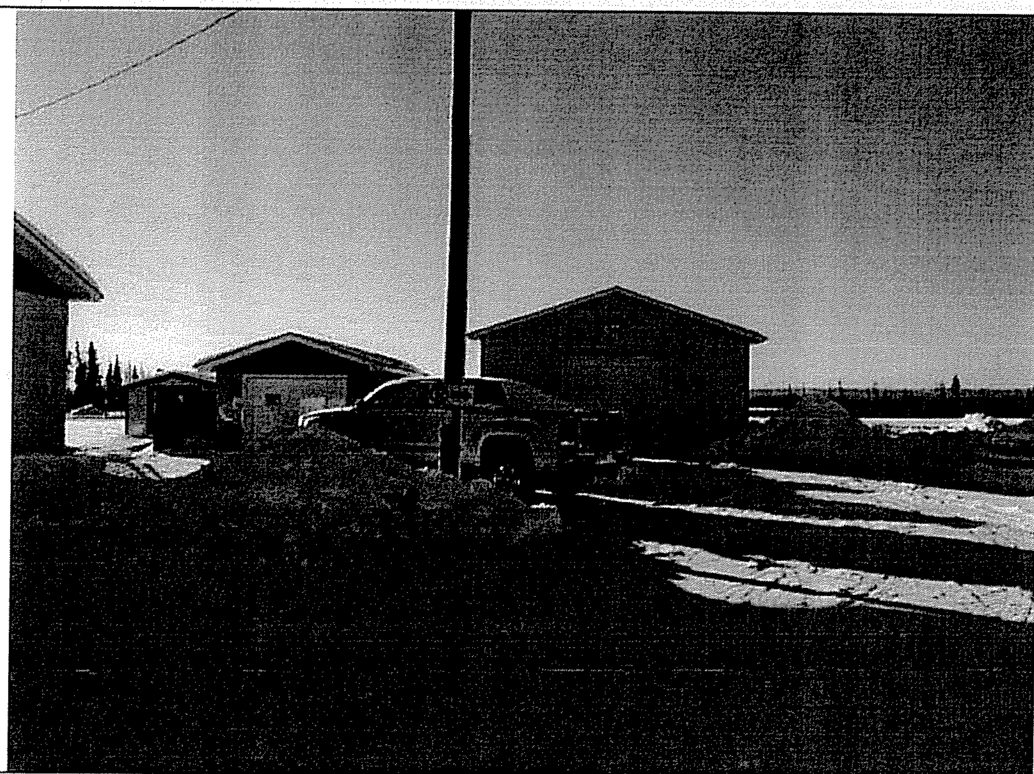
Bedroom



Basement

Building Description – Detached Garages

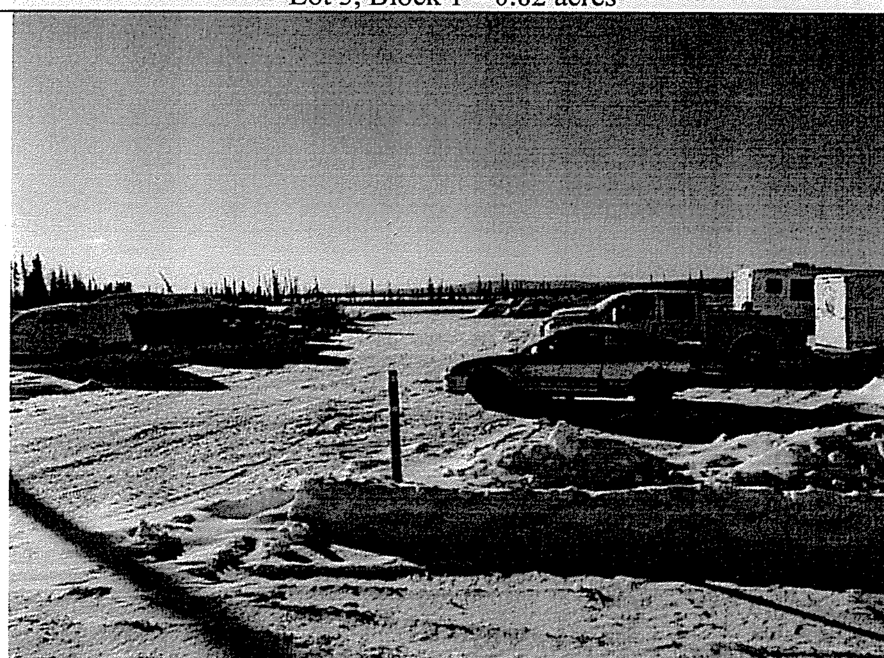
Two additional detached garages located off the former residence include an original 1978 single wide (336 ft²) and a newer cold storage garage (1,200 ft²).



Front View

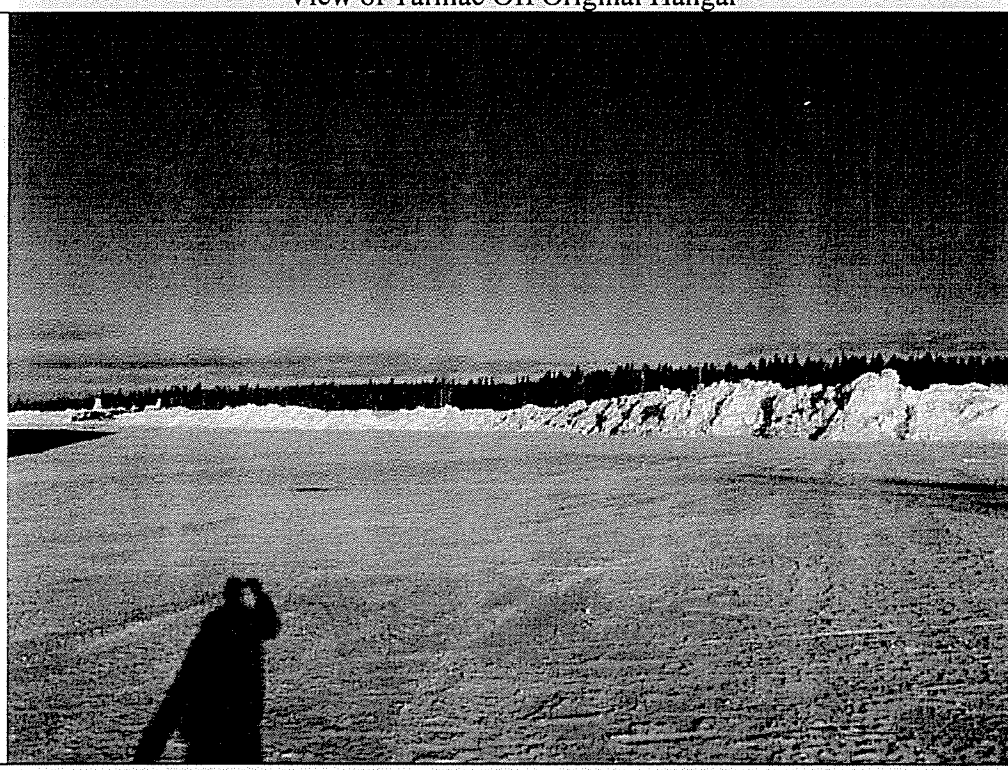
There are two vacant lots which are utilized for vehicle and equipment storage. These lots are located to the west of the dwelling and detached garages and are improved with gravel (snow covered).

Lot 3, Block 1 – 0.82 acres



Lot 2, Block 1 – 0.50 acres

View of Tarmac Off Original Hangar



View of Tarmac Off New Hangar

HIGHEST AND BEST USE ANALYSES

The principle of *Highest and Best Use* is defined by The Appraisal Institute of Canada as being:

> *That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*
>
> (Source: Canadian Uniform Standards of Professional Appraisal Practice, The Appraisal Institute of Canada, 2012)

The development potential of an undeveloped or an under utilized parcel of land is a function of current economic conditions, market expectations and the demand for a particular type of development in the area. It is generally in the best interests of a land owner to maximize value by developing it to its highest and best use. The most profitable and probable use of land is typically market determined on the basis of location, land use classification and development potential.

When arriving at an opinion of highest and best use, factors considered include physical and functional limitations, land use classification, competition, as well as supply and demand.

The concept of highest and best use recognizes that the optimum use of a site is determined by the need or demand at a given period of time. When considering the highest and best use of a property, the underlying issues include the following four factors: the probability and physical possibility of the use, the legality of the use, economical feasibility in regards to existing market conditions and whether the proposed use is the most profitable among any other alternative uses.

The above noted factors must be analyzed when determining the highest and best use of a property.

Probability and physical possibilty: It must be determined if the current or proposed development is possible. Taking into consideration the surrounding industrial uses and as the subject development was permitted by the County development office, the current use is possible.

Legality: As stated, the subject site is currently zoned AS Airport Service District. An examination of the regulations for the applicable land use bylaw indicates that the current use as an industrial airport property is a legal and conforming use.

Economical feasibility: With the current stable market conditions within the Northern Alberta region and stable market demand for industrial properties within Whitecourt, in conjunction with lower interest rates, the current use appears economically feasible.

Profitability: As the subject building is in average to good overall condition and has significant remaining economic life for which there remains stable demand, the current development appears profitable into the distant future. Therefore, the current use as an industrial airport property is deemed profitable.

Where a site has been improved with permanent structures, the concept of highest and best use takes on a different perspective, as the land and improvements become a singular productive entity. Since economic pressures generally dictate use, the existing use is commonly the highest and best use.

As discussed previously, the current use of the subject property is considered to be a legal and conforming use for which there appears to be adequate demand. The subject building is in average condition and conforms well to other developments within the immediate area offering a similar level of amenities.

Accordingly, it is concluded that the current use of the subject property as an industrial airport property is its highest and best use.

THE VALUATION PROCESS

The valuation process is the formal framework by which a single value estimate is determined through one or more independent tests of value which measure the cost, income productivity, and/or saleability of a property. These tests are known as: the *Cost;* the *Income;* and the *Direct Comparison* Approaches *to value.*

COST APPROACH

The *Cost Approach* to value is based on the *principle of substitution* which states that the value of a property which is replaceable tends to be set by the cost of acquiring an equally desirable substitute property. In essence, a prudent purchaser would not be expected to pay more for a property than the cost to reproduce it.

Cost and value are not necessarily synonymous. Cost is defined as the amount of money necessary to produce a commodity, whereas value is thought of as the relationship between a thing desired and potential purchaser. In the case of real estate, the difference between cost and value (if not less than cost) is depreciation.

This approach to value involves four steps summarized as follows:

- estimate the current market value of the site, as if vacant, and estimate the current cost of reproducing the existing improvements,
- estimate all forms of depreciation and deduct the total from the reproduction cost new of the improvements,
- add the market value of the site as though vacant to the depreciated reproduction cost of the improvements.

This approach to valuing a property usually yields its most reliable results for new or newer construction where the influence of depreciation is typically negligible. As improvements age, accrued depreciation due to physical and functional or external factors becomes increasingly difficult to measure and quantify. As well, external depreciation, due to economic or locational factors may also influence value in less active markets. Based on the age, design, and location of the existing improvements, the Cost Approach provides secondary support to value.
The Cost approach is used and relied upon to estimate the market value of properties that are not frequently exchanged in the market and/or do not have

clearly designed income basis on which to perform an analysis. The Cost Approach is particularly important when a lack of market activity limits the usefulness of the Direct Comparison Approach. Buyers of these properties often measure the price they will pay for existing improvements against the cost to build a replacement, less the accrued depreciation from all causes. If comparable sales are not available, they cannot be analyzed to estimate the market value of such properties. Therefore, current market indications of depreciated cost, or the costs to acquire and refurbish an existing building, are at best reflections of market thinking and thus, of market value.

Depreciation

If the Cost Approach analysis is to be used and relied upon as a market value indicator, then accrued depreciation, from all causes, is a critical consideration. There are numerous reasons why properties lose value through depreciation, but they can all be classified under one of three headings: physical deterioration, functional obsolescence, and/or external obsolescence.

Physical Deterioration: As buildings age and the materials used in its construction wear out, it loses value. There are a number of factors leading to physical deterioration such as the quality of materials, the natural elements to which it is exposed, the manner used and the maintenance given to it. Although physical deterioration is generally more apparent than other causes, its effect on property value is, in most instances, much less than obsolescence, either functional or external. The subject buildings have various ages and remaining economic life expectancies which are detailed as follows.

Hangar 1 - 20/50 (40%)
2 St Office – 15/50 (30%)
Hangar 2 - 15/50 (30%)
Butler Shop – 35/50 (70%)
Office Adn – 20/50 (40%)
Dble Det – 35/50 (70%)
Hangar 3 – 35/50 (70%)

Dble Det – 30/50 (60%)
Dble Det – 30/50 (60%)
Bi-level – 30/65 (46%)
Sgle Det – 30/50 (60%)
Dble Det – 10/50 (20%)

Functional Obsolescence: This is a loss in value to a structure because of an inability to perform its proper function effectively. A building or improvement that has suffered little from physical deterioration may nevertheless lose value because it has not been designed or constructed in accord with current tastes of investors within a given market area. It has become functionally obsolete and sells at a discount which reflects inconvenience that may be caused by:

(i)Inadequacy or super-adequacy of structural features;
(ii)Unpopular architectural style, design or layout;
(iii)Outmoded equipment and changing technology or techniques.

The subject does not exhibit any functional obsolescence.

External Obsolescence: This is a loss in value of a property due to influences which are external to the property and which may apply not only to its improvement but also to the site if the location is unsuitable, or less suitable than it was previously, to its current use. In such instances property is said to be suffering from external obsolescence. There is no external depreciation to be applied to the subject.

Given the current stability of the local and provincial economy, external obsolescence is not a significant factor.

The reproduction cost figures used in the following analysis were gathered from published cost manuals together with research of construction rates in the general region. The cost figures include design, architect, labour, materials, supervision, contractor's profit, and overhead.

This approach yields its most reliable results for new or newer construction in an active marketplace where the uncertain influences of depreciation are typically negligible. As improvements age, accrued depreciation due to deterioration and functional obsolescence becomes increasingly difficult to measure and quantify. As well, external depreciation, due to economic or locational factors may also influence value in less active markets.

The Cost Approach begins with the value of the land as though vacant and unimproved, then adds the depreciated reproduction cost of the improvements to arrive at a total value for the property.

Valuation of the Land as if Vacant and Unimproved

The valuation of bare land is accomplished through direct comparison with the sales of similar lands that have sold locally or in similar marketplaces. As the subject lots are leased from the County and not owned, there is no applicable land value included in this valuation.

Reproduction Cost of Improvements

The *reproduction costs new* (RCN) value of the subject buildings and other site improvements were provided by our client. In addition, reference was made through published cost factors (the Marshall and Swift Cost Manual) and reconciled where necessary with local contractor rates and market conditions. The RCN of the subject building structures are estimated as follows:

TABLE: Estimated RCN of the Original Hangar (rounded to nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Hangar/Office:	5,168	$130.00	$672,000
Two Storey Office:	6,032	$150.00	$905,000
		Total Replacement Cost:	**$1,577,000**

TABLE: Estimated RCN of the Newer Hangar (rounded to nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Hangar/Office:	9,492	$150.00	$1,424,000
Butler Shop:	1,728	$90.00	$156,000
Office Addition:	756	$150.00	$113,000
Double Detached Garage:	796	$50.00	$40,000
		Total Replacement Cost:	**$1,733,000**

TABLE: Estimated RCN of the Storage Hangar (rounded to nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Hangar:	2,000	$60.00	$120,000
		Total Replacement Cost:	**$120,000**

TABLE: Estimated RCN of the Detached Garages (rounded nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Double Detached Garage:	1,444	$65.00	$94,000
Double Detached Garage:	1,380	$65.00	$90,000
		Total Replacement Cost:	**$184,000**

TABLE: Estimated RCN of the Residence (rounded nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Bi-level:	1,078	$180.00	$194,000
Basement Development:	750	$50.00	$38,000
		Total Replacement Cost:	**$232,000**

TABLE: Estimated RCN of Single Detached Garage (rounded nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Single Detached:	336	$50.00	$17,000
		Total Replacement Cost:	**$17,000**

TABLE: Estimated RCN of the Detached Garage (rounded to nearest $1,000)

DESCRIPTION	SIZE (ft.^{2})	COST ($/ft.^{2})	RCN
Storage Garage:	1,200	$50.00	$60,000
		Total Replacement Cost:	**$60,000**

Accrued Depreciation

The estimation of depreciation from all causes (physical, functional and external) is based on patterns observed in the marketplace and bench marks established in published cost manuals. In evaluating the subject improvements, we considered the following factors:

- There is no applicable external depreciation due to the subject's good location within an active market.
- Physical incurable depreciation is based on the straight line relationship between the effective age of the hangar building (20 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 40%. This results in accrued depreciation of **$269,000** ($672,000 x 0.40). The effective age of the office portion (15 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 30%. This results in accrued depreciation of **$272,000** ($905,000 x 0.30). This results in a blended depreciation of **$541,000**.
- Physical incurable depreciation of the newer hangar building (15 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 30%. This results in accrued depreciation of **$427,000** ($1,424,000 x 0.30). The effective age of the butler shop (30 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 60%. This results in accrued depreciation of **$94,000** ($156,000 x 0.60). The effective age of the office addition (20 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 40%. This results in accrued depreciation of **$45,000** ($113,000 x 0.40). The effective age of the double detached garage (35 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 70%. This results in accrued depreciation of **$28,000** ($40,000 x 0.70). This results in a blended depreciation of **$594,000**.
- Physical incurable depreciation of the storage hangar building (25 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 50%. This results in accrued depreciation of **$60,000** ($120,000 x 0.50).

- Physical incurable depreciation of the two detached garages (30 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 60%. This results in accrued depreciation of **$110,000** ($184,000 x 0.60).
- Physical incurable depreciation of the bi-level dwelling (30 years) and the economic life expectancy (65 years) of the building, resulting in a physical depreciation rate of 46%. This results in accrued depreciation of **$107,000** ($232,000 x 0.46).
- Physical incurable depreciation of the single detached garage (30 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 60%. This results in accrued depreciation of **$10,000** ($17,000 x 0.60).
- Physical incurable depreciation of the storage garage (10 years) and the economic life expectancy (50 years) of the building, resulting in a physical depreciation rate of 20%. This results in accrued depreciation of **$12,000** ($60,000 x 0.20).

The subject buildings are function with good market appeal and do not suffer from an function or external depreciation

Site Improvements

Based on the site improvements and services connection, a contributory value of **$100,000** is included in the following cost summary.

Cost Approach Summary

The estimated value of the subject property by the cost approach (rounded to the nearest $1,000) is summarized as follows:

RCN of building improvements:	$3,923,000
Accrued depreciation of improvements:	($1,434,000)
Site improvements (Contributory Value):	$100,000
Value by the Cost Approach (rounded):	**$2,590,000**

TWO MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS ($2,590,000)

INCOME APPROACH

The *Income Approach* to value is based on the premise that real estate is purchased as an investment, and from an investor's point of view, the income generating potential of a property is the key element in its valuation.

Using this approach, an analysis of actual or potential income and expenses is made to estimate the maximum net income which the property is capable of producing. The net income is then capitalized by an appropriate capitalization rate which reflects expected yields by investors in the marketplace.

Income Analysis

As previously noted, the subject site is developed with three hangars, a butler shop, five detached garages and a bi-level dwelling. These buildings are currently owner occupied.

Possible Gross Rental Income Estimate

The following calculations and estimates are based on current market supported influences which apply to the subject property.

The market or economic rental rate for the subject is based on prevailing rental rates for similar located properties within similar locations. The rate will apply to the subject buildings which includes the leased 3.88 acres of industrial land which is typical of similar developments in the immediate area.

The following calculations and estimates are based on current market supported influences as well as established fact and operating history of the subject.

1. A 12,103 ft² located at 3903 – 35 Street, Whitecourt is presently leased on a five year term (March 1, 2011 to February 29, 2016) at $9.47/ft² triple net. The subject is presently available for sub-lease at a reduced rate of $10.00/ft² (September 9, 2015), reduced from $12.00/ft², originally listed on June 9, 2015. One five year renewal is available at $10,581.37 per month or $10.49/ft².

2. A 5,000 ft² three tenant shop located at 3370 - 30 Street, Whitecourt is leased on a month to month basis (2 bays) at $12.00 and $14.00/ft² with one bay leased until February, 2018 at $14.00/ft² triple net. This is a newer shop on a small 0.59 acre lot offering a total leasable area of 6,184 ft².
3. A 15,515 ft² shop located at 3765/73 - 30 Street, Whitecourt was leased on December 1, 2015 for a five year term at $14.50/ft² triple net. This is a new shop on 5.82 acres offering 4,515 ft² of total office space, fully fenced and built-up yard and a canvas quonset.
4. A 1,690 ft² shop bay located at 4213 – 42 Avenue, Whitecourt was leased on November 27, 2015 at $13.50/ft² triple net. This is a newer multi-tenant shop.
5. A 3,470 ft² shop located at 4125 – 41 Avenue, Whitecourt was leased in June, 2013 for a one year term at $22.05/ft² triple net. This is an 18 year old shop on 0.95 acres.
6. A 14,520 ft² shop located at 3749 - 30 Street, Whitecourt was leased In April, 2013 for a five year term at $14.50/ft² triple net. This is a new ICF shop on 2.01 acres.
7. A 10,800 ft² shop located at 3721 - 33 Street, Whitecourt was leased on April 19, 2013 for a five year term at $14.00/ft² triple net. This is a newer shop on 2.674 acres.
8. A newer 14,800 ft² shop with 2,760 ft² of mezzanine office development resulting in a total leasable area of 17,560 ft² is tenant occupied with a non-arm's length lease back for 78% of the shop at $17,000 per month or $14.89/ft² triple net. The remaining 22% includes a double bay and office space which is leased at $5,000 per month on a gross basis or $15.53/ft².
9. A 3,056 ft² shop bay located at 3330 - 33 Street, Whitecourt is leased on a five year escalating (2 ¾% per year) term until October 31, 2014 at a blended overall rate of $13.20/ft² triple net ($12.00 to $13.38/ft²). This is a newer shop.
10. A 5,000 ft² shop located at 5638 - 56 Street, Drayton Valley was leased on a three year term on November 29, 2013 at $14.50/ft² triple net. This is a newer shop built in 2010.
11. A 7,935 ft² shop located at 6233 – 56 Avenue, Drayton Valley was leased on a five year term on September 26, 2013 at $16.00/ft² triple net. This is a newer shop (built in 2005) on 2.20 acres.

12. A 2,584 ft² shop bay located at 3330 - 33 Street, Whitecourt is leased on a five year term until December 31, 2015 at $13.93/ft² triple net.

13. A 4,225 ft² shop bay located at 3345 - 33 Street, Whitecourt is leased on a five year term until March 31, 2013 at $12.00/ft² triple net. This is a newer shop on 1.70 acres.

14. A 2,475 ft² shop bay located at 3345 - 33 Street, Whitecourt was leased on a five year term until September 30, 2012 at $13.00/ft² triple net. This is a newer shop on 1.70 acres.

15. A 6,000 ft² shop bay located at 3345 - 33 Street, Whitecourt is leased on a two year term until April 1, 2014 at $16.05/ft² triple net. This is a newer shop on 1.70 acres.

16. A 2,880 ft² shop bay located at 3708 – 39 Street, Whitecourt is leased until August, 2012 at $10.83/ft² triple net. This is an older renovated shop on 0.68 acres.

17. A 2,450 ft² shop bay located at 3301 – 37 Avenue, Whitecourt was leased on April 13, 2012 for a 2 year term at $12.00/ft² triple net.

18. A 7,200 ft² shop built in 2004 located at 5804 – 53 Avenue, Whitecourt was leased on June 15, 2011 for $10.00/ft² triple net. This shop is located on 1.5 acres.

19. A 5,950 ft² shop bay located at 3301 – 37 Avenue, Whitecourt is leased on a 10 year term for $11.00/ft² triple net.

20. A 2,503 ft² shop bay located at 3301 – 37 Avenue, Whitecourt is leased on a 5 year term for $11.50/ft² triple net.

21. A 2,700 ft² newer detached office building is leased for five years at $15.56/ft² triple net (lease expires on July 1, 2011). This office space is of similar good quality offering good support to the subject detached office building.

22. A 3,470 ft² shop bay at 4105 – 41 Avenue, Whitecourt is leased on a five year term until August, 2011 at $10.00/ft² triple net.

23. A 2,700 ft² office/shop building at 4105 – 41 Avenue, Whitecourt is leased on a five year term until July, 2011 at $15.56/ft² triple net.

The above indicators are recent available leases of typical industrial shop properties within Whitecourt. Based on these indicators and taking into consideration the mixture of newer and older ages of the subject buildings and rural airport location along with the reduced market activity within the Whitecourt region, we conclude the following current lease rates are reasonable and well supported. These lease rates include the two vacant lots which are required for yard storage. The following chart illustrates the income potential for the subject.

Potential Gross Annual Income

Building	Area (ft^2)	Lease Rate (TNET)	Gross Income
Hangar 1	11,200	$11.00	$123,200
Hangar 2/Butler	12,772	$11.00	$140,492
Hangar 3	2,000	$6.00	$12,000
2 Det. Garages	2,824	$7.00	$19,768
Home/Garages	1,078	$1,350/month	$16,200
		Potential Gross Income:	**$311,660**

Vacancy and Collection Loss

Prudent purchasers analyzing investment properties generally recognize the potential for lost income through periodic vacancies or collection losses.

Taking into consideration the nature of the subject property and the owner occupancy status, it is unlikely that temporary vacancies will occur. However, over the life of a leasable property, occasional vacancies occur. On this basis, a modest allowance of 5.0 percent for vacancies or collection losses is considered reasonable given the present high demand and lack of available industrial space.

Management and Maintenance

Assuming a triple net tenancy, the lessee would be responsibility for all operating expenses and utilities; while the lessor would take care of capital cost structural repairs and maintenance, and any property management expenses.

A provision of 9 percent of the *Effective Gross Income* (PGI less allowance for vacancies and collection losses) was applied, based on 2.0 percent for structural maintenance repair reserve, 2.0 percent for vacancy operating expense and 5.0 percent to property management and related expenses.

A pro forma operating statement is provided as follows:

Pro Forma Operating Statement

The foregoing income and expense information has been used in developing the following hypothetical *Operating Statement* for the subject property.

PRO FORMA OPERATING STATEMENT
Whitecourt Airport
September 13, 2016

INCOME	
Potential Gross Income (estimated at market):	$311,660
Less: Vacancy & Collection Loss estimated @ 5.0 %:	(15,583)
Effective Gross Income:	$296,077
EXPENSES	
Structural Maintenance @ 2.0 % of EGI:	(5,922)
Vacancy Operating Expense @ 2.0 % of EGI:	(5,922)
Management @ 5.0 % of EGI:	(14,804)
Airport Lease:	(15,771)
Net Operating Income (NOI):	**$253,658**

Capitalization of Income

The final step in valuing the subject properties by the income approach is to convert the above noted net incomes (NOI) into an indication of value with the application of a capitalization rate.

For this type of property, the most frequently used capitalization rate is the *overall capitalization rate* R_o, where R_o = (NOI/Selling Price) x 100%. The rate is obtained from the market, through the analysis of sales data of comparable properties.

Capitalization rates vary depending on factors such as location, lot size, the nature and quality of the improvements, and local market conditions. Consideration is also given to the terms of the lease arrangements and the strength of the contractual income. The overall capitalization rate generally reflects the perceived quality and durability of the property's income earning potential. Properties with strong rental histories or having the potential for an increase in value usually trade at comparatively low overall rates, typically in the 7-11 percent range for similar use properties. The newer properties typically lie towards the low end of the range while older properties typically have a higher capitalization rate.

Capitalization Rate – Market Support

The following chart provides capitalization rate support for the subject. These sales are the most recent known leased shop properties which provide market support for current acceptable risk and return on investment criteria.

Location	Building Size (ft²)	Sale Date	Sale Price	Net Income	Cap. Rate
Woodlands County Industrial Park	24,800	09/14	$4,700,000	$372,146	7.9%
3330 33 Street Whitecourt	16,048	02/13	$2,280,000	$178,050	7.8%
3503 – 35 Avenue Whitecourt	6,000	10/12	$750,000	$60,152	8.0%
5106 – 35 Street Whitecourt	10,420	08/12	$1,150,000	$107,089	9.3%
3518 – 35 Street Whitecourt	10,000	01/12	$1,200,000	$85,211	7.1% Adj-8.4%
4105 - 41 Avenue Whitecourt	10,060	01/11	$1,100,000	$118,600	10.8%
3450 - 33 Street Whitecourt	20,088 (leaseable)	12/10	$2,145,000	Est $201,479	Est. 9.4%
3301 – 37 Avenue Whitecourt	9,800	09/10	$1,115,000	$111,772	10.0%
5707 – 50 Avenue Whitecourt	5,100	07/10	$675,000	$51,546	7.6%
5010 – 34 Avenue Drayton Valley	10,120	10/10	$1,300,000	$131,717	10.1%
4213/23–42 Avenue Whitecourt	18,052	12/09	$1,575,000	$166,231	10.0%
3505 – 38 Avenue Whitecourt	16,000	11/09	$1,220,000	$126,321	10.4%
5715 - 50 Avenue Whitecourt	6,496	12/07	$428,000	$44,887	10.0%
5109 – 59 Street Whitecourt	5,864	05/07	$700,000	$60,376	8.6%
3518 – 35 Street Whitecourt	10,000	06/07	$895,000	$75,853	8.5%

After considering all factors which influence value and income generating potential of the subject and taking into consideration the overall good condition of the subject, rural airport location, differing construction ages and current slower industrial market conditions/demand, an overall capitalization rate towards the lower middle of the range of 9.0 percent is considered reasonable.

Accordingly, the estimated value of the subject property by the income approach is:

Net Operating Income (as above):	\$253,658
Capitalization Rate (R_o):	9.0%
Value by the Income Approach (rounded):	**\$2,818,000**

TWO MILLION EIGHT HUNDRED EIGHTEEN THOUSAND DOLLARS
(\$2,818,000)

DIRECT COMPARISON APPROACH

Using the *Direct Comparison Approach*, the value of a property is determined by reference to sales or listings of comparable properties in the marketplace. While historical in nature, this method generally provides a reliable indicator of value in a relatively stable real estate market.

After researching and evaluating all known comparable sales and listings, each suitable sale is compared to the subject and adjustments are made for physical differences, as well as variances in market conditions, location and financing as applicable. The adjusted values of the sales are subsequently reconciled to provide an indication of the market value of the subject.

RECONCILIATION AND FINAL VALUATION

The value estimates for the subject property utilizing the appropriate approaches to value are as follows:

Value by the Cost Approach: $2,590,000

Value by the Income Approach: $2,818,000

Value by the Direct Comparison Approach: Not Applicable

As the Cost Approach does not include a land component, this value is expected to be less than a value determined through the Income Approach. As such, most weight has been placed on the Income approach. As noted, a re-inspection has not been completed. As such, the report is "Qualified" on the assumption that the subject is in a similar condition to that of the original inspection.

In summary, the estimated market value of the identified interests in the subject property, as of September 13, 2016 is:

TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS
($2,750,000)

September 13, 2016

Derek Van Lersberghe, AACI, P. App.

ADDENDA

Certificate of Appraiser

Appendix A Assumptions and Limiting Conditions

APPRAISER'S CERTIFICATION

Re: Appraisal of an Industrial Airport Property
Whitecourt Airport, Woodlands County, Alberta

I certify that, to the best of my knowledge and belief:

- the information contained in the above referenced appraisal is true and correct;
- all known factors affecting the value of the subject property were considered, and no important information was withheld or overlooked;
- the analyses, opinions, and conclusions stated in this report are unbiased, and are subject only to the assumptions and limiting conditions as stated in the report;
- I have no present or prospective interest in the subject property, and I have no personal interest or bias with respect to the parties involved. I was retained as a real estate appraiser, and I have acted solely as a disinterested third party;
- my compensation is not contingent on the amount of the valuations reported, or the outcome of any action or event resulting from the analyses, opinions, or conclusions stated in the report;
- my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Canadian Uniform Standards of Professional Appraisal Practice,* and pursuant to the Code of Professional Ethics of the Appraisal Institute of Canada;
- I personally inspected the subject site;
- based upon the data, analysis and conclusions contained in the report and on file, the market value of the fee simple interests in the subject property, as of September 13, 2016, is estimated to be:

TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS
($2,750,000)

Derek Van Lersberghe, AACI, P. App.	September 13, 2016
Appraiser	Date

APPENDIX A

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal report to which the following conditions apply was prepared by Knight & Company Appraisals Ltd.

The report is subject to the following assumptions and limiting conditions, including any others that may be set out in the report:

1. Because market conditions including economic, social and political factors change rapidly and, on occasion without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser, confirmed in writing.

2. No responsibility is assumed for matters of a legal nature that affect either the property being appraised or the title to it. It has been assumed that the title is good and marketable and, therefore, no opinion is rendered about the title.

3. The property is appraised on the basis of it being under responsible ownership.

4. No survey of the property has been made. The plot plans and illustrative material are included only to assist the reader in visualizing the property.

5. It is assumed that the property conforms to all applicable zoning land use regulations and restrictions unless a non-conformity has been identified, described and considered in the appraisal report.

6. It is assumed that the use of land and improvements is confined within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless noted in the report.

7. The report is completed on the basis that testimony or appearance in court is not required as a result of this appraisal unless specific arrangements to do so have been made beforehand. Such arrangements will include but not

necessarily be limited to adequate time to review the appraisal report and related data. Appropriate compensation will be paid for such preparation.

8. Unless otherwise stated in the appraisal report, there are no known hidden or unapparent conditions of the property, subsoil or structures, or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. The attached report should not be construed as an environmental audit or a detailed property condition report, as such reporting is beyond the qualifications of the appraiser. Responsibility is not accepted for any such hidden conditions that do exist, or for any engineering or testing that might be required to discover whether such conditions exist.

9. It is assumed that the property is in full compliance with all applicable federal, provincial, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

10. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner.

12. The contents of this report are considered confidential and will not be disclosed by the author to any party except as may be provided for in the Standards of the Appraisal Institute of Canada and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body.

13. Written consent from the author and supervisory appraiser must be obtained before all (or any part) of the content of the appraisal report can be used for any purposes by anyone except: the client specified in the report and, where the client is the mortgagee, its insurer and the borrower, if he/she paid the

appraisal fee. The author's written consent and approval must also be obtained before the appraisal (or any part of it) can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.

14. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or the division of interests has been set forth in the report.

Michael Mudie

From:	Kim Mizera <KimM@rilpa.com>
Sent:	Sunday, November 19, 2017 10:52 AM
To:	Michael Mudie
Subject:	FW: Term Sheet
Attachments:	Rilpa Enterprises Term Sheet (4).docx; _Certification_.htm

The additional helicopter is Bell 206B C-GZGP @ $290,000 CND
Account rec without WIP is $1,750,000
Building @ 2,000,000
With valid lease subject to real property report and environmental??

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: Kim Mizera
Sent: Tuesday, November 14, 2017 2:11 PM
To: 'Michael Mudie'
Subject: FW: Term Sheet

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: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Thursday, November 09, 2017 11:47 AM
To: Kim Mizera
Subject: Fwd: Term Sheet

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: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Thu, Nov 9, 2017 at 9:15 AM
Subject: Fwd: Term Sheet
To: Mark Horrox <mark@thirdeyecapital.com>

Mark,

I need to move forward with the deal proposed by Kim this morning. We are out of time.

The company has explored all other known options, namely GSH and Big Rock, and this deal is the only one that has materialized. Management believes this is the right solution for the company for the following:

- Immediate terminations can take place in the aviation department resulting ~$350K in month salary reductions
- The company is not responsible for terminations for the select employees that move over to the new business
- The customers have continuity of a solution - this is important as the OpsMobil brand once had the most premier list of clients and now we have taken a significant hit due to not paying people resulting in significant lost contracts
- We have a standing purchase price for select assets subject to release of interest by secured lenders - given the releases have not be granted on previous deals it is expected that we will only be able to close once TEC is paid out through the refinance

We believe this is the most rational path forward and provides value for the company in both realizing value in select assets and immediate cost reductions. This deal is also consistent with our restructuring plan presented to TEC mid year 2017, a plan in which management has made material progress.

The alternative to not doing this deal is as follows:

- We shut down contracts without notice to clients - reputation and commercial risks

- Park the fleet - the majority of the fleet is already unserviceable given that we have had no maintenance CAPEX for two years. CAPEX support would have preserved the asset values and had a material impact (positive) to the company's cashflows. We believe the preservation/selling costs, additional CAPEX and financing costs would exceed any value that maybe realized beyond the offered purchase price
- Severance costs - the company would be responsible for the full service costs of the aviation employees, this would be in addition to the 1.5 months of payroll still outstanding

There is no objective argument to not proceed with this deal. TEC will retain there security interest until the refinancing is complete and the company will not be burdened with any unnecessary costs. Please advise this morning.

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: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Wed, Nov 8, 2017 at 6:00 PM
Subject: Fwd: Term Sheet
To: Kim Mizera <KimM@rilpa.com>

Kim,

Have a look at this one, let me know what is missing.

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
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---------- Forwarded message ----------
From: **Bert Perron** <bert.perron@opsmobil.com>
Date: Wed, Nov 8, 2017 at 5:35 PM
Subject: Fwd: Term Sheet
To: Ryan Tobber <ryan.tobber@opsmobil.com>

---------- Forwarded message ----------
From: **Michael Rempel** <michael.rempel@opsmobil.com>
Date: Wed, Nov 8, 2017 at 3:48 PM
Subject: Term Sheet
To: Bert Perron <bert.perron@opsmobil.com>

Insurance Proceeds paragraph has been revised.

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

--
Bertrand Perron
OpsMobil
PO Box 1229, Whitecourt Ab. T7S 1P1
Phone: 1-877-926-5558
Cell: (403) 651-1348
Email: bert.perron@opsmobil.com
www.OpsMobil.com

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From: Kim Mizera <KimM@rilpa.com>
Sent: Monday, November 20, 2017 3:29 PM
To: Michael Mudie
Subject: FW: Term sheet

H Mike
Can you call when you get this?
Kim

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: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Monday, November 20, 2017 2:35 PM
To: Kim Mizera
Subject: Fwd: Term sheet

Kim,

See below.....does this work? Best I can get bud.

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
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---------- Forwarded message ----------
From: **Mark Horrox** <Mark@thirdeyecapital.com>
Date: Mon, Nov 20, 2017 at 2:33 PM
Subject: RE: Term sheet
To: Ryan Tobber <ryan.tobber@opsmobil.com>

See response below in red. Since Kim is asking for closing on December 20, can you please get him to indicate his sources of funds so I can put that inevitable question to bed as well.

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: November-20-17 3:16 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Re: Term sheet

Mark,

If I understand our conversation correctly the main issues with the offer are as follows:

- Whitecourt Hanger - TEC feels the offer should be raised by $300K to $2.3mm correct, consistent with my conversation with Kim
- A/P Values - The A/P value needs to be fixed, not open ended. Correct – the $1.748MM A/P number should be fixed and capped.
- Villeneuve Lease - the fixed wing business is operated out of the Villeneuve Airport hanger. This is 3rd party owned and is leased, as such, there is no asset value there so this should not be an issue ok

I have spoken to Kim and I think he is willing to make the first two changes but I need confirmation from you if I have missed anything else? Please advise ASAP.

Regards,

Ryan Tobber
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www.opsmobil.com

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On Mon, Nov 20, 2017 at 11:57 AM, Mark Horrox <Mark@thirdeyecapital.com> wrote:

Ryan

We cannot accept this transaction, as it is simply too dilutive to our collateral. Can you please provide your detailed plan to mothball the aviation assets including any shut down costs etc., as soon as you can (hopefully today).

Happy to discuss.

Thanks

Mark

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: November-19-17 9:03 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: Term sheet

Mark,

Please find Kim's revised offer attached.

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc

1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
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Email: ryan.tobber@opsmobil.com
www.opsmobil.com

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---------- Forwarded message ----------
From: **Kim Mizera** <KimM@rilpa.com>
Date: Sun, Nov 19, 2017 at 6:54 PM
Subject: Term sheet
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>

Hi Ryan

We have updated the term sheet with the prices updated to what we came up with so

It can be sent off to Mark at third eye

Please review and let me know if you can have signed and sent from your end.

Kim Mizera

Rilpa Enterprises

RILPA ENTERPRISES LTD.
480 Aviation Way N.E., Calgary, Alberta T2E 7G3
Phone: (403) 275-3035 Fax: (403) 275-3312

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7496 / Virus Database: 4782/15140 - Release Date: 11/20/17

Michael Mudie

From: Kim Mizera <KimM@rilpa.com>
Sent: Monday, November 20, 2017 4:37 PM
To: Michael Mudie
Subject: FW: Term sheet
Attachments: Term sheet 5.docx; _Certification_.htm

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: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Monday, November 20, 2017 4:34 PM
To: Kim Mizera
Subject: Fwd: Term sheet

Kim,

Just in - please take a look.

Regards,

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

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---------- Forwarded message ----------
From: **Mark Horrox** <Mark@thirdeyecapital.com>
Date: Mon, Nov 20, 2017 at 4:32 PM
Subject: RE: Term sheet
To: Ryan Tobber <ryan.tobber@opsmobil.com>

Ryan

See attached. As discussed, I have changed the economics and the terms of the AP. I also made some formatting changes. One change from legal – we have removed the Insurance Proceeds language as the assets are subject to our liens until closing actually occurs. Happy to discuss.

Thanks

Mark

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: November-20-17 5:28 PM

To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Re: Term sheet

Mark,

Can I have the mark up back??

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
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---------- Forwarded message ----------
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Date: Sun, Nov 19, 2017 at 6:54 PM
Subject: Term sheet
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>

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Kim Mizera

Rilpa Enterprises

RILPA ENTERPRISES LTD.
480 Aviation Way N.E., Calgary, Alberta T2E 7G3
Phone: (403) 275-3035 Fax: (403) 275-3312

THIS IS EXHIBIT "7" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

David LeGeyt

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

David LeGeyt
Barrister & Solicitor

THIS AIRPORT LEASE made the 21th day of November, 2017.

BETWEEN:

WOODLANDS COUNTY
(hereinafter referred to as the "Landlord")

AND:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB
T2P 3P2
(hereinafter referred to as the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the Whitecourt Airport;

B. The Landlord and the Tenant desire to enter into a Lease of the Leased Premises.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

(a) "Airport" means the Whitecourt Airport;

(b) "Hangar" means a shelter or structure placed or constructed upon the Leased Premises for the housing or repairing of aircraft;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(e) "Leased Premises" means that portion of the Airport legally described as:

Plan 0022432
Block 1
Lots 2 and 3
Excepting thereout all mines and minerals

(f) "Permitted Use" means use of a ***Dormitory and Vehicle Parking*** in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together

with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;

(h) "Security Deposit" means the sum of $ N/A, to be applied in accordance with the terms of this Lease;

(i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

2.1 Demise of Lands. In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for ***Fifteen (15) years*** commencing on the 1st day of January, 2018, and expiring on the 31st day of December, 2033, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Option to Extend. Provided that the Tenant is not in default, the Tenant shall have the option to extend this Lease for one (1) further term of five (5) years, on the same terms and conditions except for Rent which shall be determined by the Landlord's then-current schedule of fees.

3.3 Termination by Landlord. Notwithstanding Section 3.2, the Landlord shall have the right to terminate the Lease upon ninety (90) days written notice. The Rent shall be pro-rated to the termination date.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 "As Is, Where Is". The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 Satisfactory Condition. Without limiting the foregoing, the Tenant agrees:

(a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Leased Premises or any property neighbouring or surrounding the Lands;

(b) that no warranties or representations whatsoever respecting the Leased Premises (including, without restriction, the condition or quality of the Leased Premises, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and

(c) that the Tenant has examined the Leased Premises and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

5.1 Base Rent. The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of Fourteen Thousand Six Hundred Seventy-six dollars and Seventy-five cents ($14,676.75) per year, being $ 2.75 per square meter for approximately 5337 square meters, payable in advance on or before January 1st of each year of the Term, subject to adjustment as set out in Section 5.3 hereof, without set-off or deduction.

5.2 If this lease commences after N/A the rent for the first year shall be the sum of N/A ~~($______)~~ and shall payable on or before the commencement date.

5.3 Notwithstanding Section 5.1, the base rent shall be adjusted by the Landlord on the 1st day of January every third (3rd) year of the Term.

5.4 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises, or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.5 Security Deposit. The Tenant shall pay the Security Deposit to the Landlord concurrently with the execution thereof. The Security Deposit may be applied by the Landlord at its discretion to any amounts which may be owing to the Landlord by the Tenant pursuant to the terms of this Lease.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

7.2 Accessibility. The Landlord shall maintain the access road and taxi strip to the Airport in reasonable condition for use by the Tenant, its agents, employees, licensees and invitees, but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage, including damages for disruption of the business of the tenant and damage to or loss of the goods, chattels and equipment and other property of the Tenant.

ARTICLE 8 - ADDITIONAL TENANT OBLIGATIONS

8.1 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

8.2 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3.1 Use of Leased Premises. The Leased Premises shall be used continuously during the Term for the Permitted Use, and for no other use. For clarity, the Tenant is prohibited from storing anything in or on the Leased Premises other than ***aircraft and related equipment***. The Tenant shall not carry on nor permit to

be carried on upon the Leased Premises any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

8.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

8.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

8.6 Hazardous Substances. The Tenant represents, covenants and warrants to and in favour of the Landlord that:

(a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;

(b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations);

(ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord..

8.7 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement. The Tenant shall submit detailed plans and specifications with its request for consent. The Tenant shall obtain all necessary permits from the applicable authority. The Landlord will not authorize the removal or destruction of trees unless necessary for excavation.

8.8 Signs. Any signs placed by the Tenant on or around the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The Tenant shall be responsible for the maintenance and repair of any signs.

8.9 Antennae. The Tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

8.10 Tenant's Repairs. The Tenant covenants to perform non-structural maintenance, repair, cleaning and

caretaking to keep the Leased Premises in a first class condition (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers and repairing plumbing in the Leased Premises) as determined by the Landlord. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto, and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence and at its sole cost.

8.11 Maintenance by Tenant. The Tenant covenants that the Landlord or its authorized agents may enter the Leased Premises at all reasonable times to determine the condition or state of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event that the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of any emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property, or the Tenant's business. Upon completion thereof, the Tenant will pay the Landlord's cost of the repair or maintenance, plus twenty per cent (20%) for overhead, on demand as rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this paragraph is not re-entry nor a breach of quiet enjoyment contained in this Lease. Failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.

[OPTIONAL] ARTICLE 9 – CONSTRUCTION

9.1 Design and Plans. Prior to commencing construction and installation of the ***Hangar*** or any services within the Leased Premises, the Tenant shall submit plans to the Landlord for acceptance, which plans should give all necessary details of the construction. The plans shall conform to any and all standards and procedures which have been adopted by the Landlord at the time and commencement of the construction and shall be in accordance with accepted engineering and construction practices. Notwithstanding anything contained within this Lease, the Tenant shall promptly apply for and obtain all permits, licenses, and approvals relating to the Leased Premises, the Hangar, and any services when required by any applicable law, bylaw, regulation, or code affecting the Leased Premises. It is understood and agreed that the Landlord's approval of any plans shall be in principle only, and shall not be interpreted in such a manner so as to constitute a consent to, or approval of any plans, services or the Hangar, nor representation or warranty or covenant by the Landlord to consent.

9.2 Construction of the Hangar. The Tenant agrees to construct and install all services and the Hanger at the Tenant's own cost and expense, and in a good and workmanlike manner, in strict conformance of the plans and proper and accepted engineering and constructive practice, in accordance with the requirements of this Lease, and in accordance with the standards and procedures, and in accordance with the requirements of law applicable to the work. The Tenant is solely responsible for insuring that dust, dirt and debris are controlled within the Leased Premises. In the event however that the Landlord deems that there is dust, dirt or debris problems, the Landlord shall attempt to notify the Tenant of the problem by contacting the Tenant or the Tenant's contractors and consultants. If the Landlord is not able to contact the Tenant or the Tenant's contractors or consultants, or if the Tenant or the Tenant's contractors or consultants fail to take effective measures to rectify the problem after being notified, then the Landlord may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Tenant and the Landlord shall within 48 hours notify the Tenant in writing of the action taken by the Landlord.

9.3 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Leased Premises, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on any of the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Leased Premises, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis (subject to taxation at the Tenant's sole option, initiated within Thirty (30) days of demand and/or delivery of the account to the Tenant), shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

9.4 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Leased Premises or the Hangar.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Tenant's Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

(a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION ($5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence;

(c) where applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of all property owned by the Tenant and located in or upon the Leased Premises; and

(d) insurance on the Leased Premises, the equipment, and all fixtures and improvements within the Leased Premises from loss or damage caused by:

(i) fire and other perils as may from time to time be included in fire insurance policies generally available to owners of commercial premises in the Province of Alberta; and

(ii) risks normally insured against by owners of premises in the Province of Alberta for a Leased Premises of the construction, location and use similar to the Leased Premises.

Such insurance shall be for the full replacement value of the Leased Premises, the Equipment and all fixtures and improvements within the Leased Premises.

(e) such further or other coverage as the Landlord may deem appropriate from time to time.

10.2 Additional Insured. The insurance purchased and maintained by the Tenant pursuant to Paragraph 9.1 of this Lease shall, where applicable and available on a reciprocal basis, include the Tenant and the Landlord, as the case may be, as an additional insured such that the insurance coverage is to apply to the parties as their respective interests may appear from time to time.

10.3 Additional Terms of Insurance. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.4 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.5 Proceeds of Insurance. Subject to the provisions contained within Article 10 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.6 Repair Obligations. Subject to the provisions contained within Article 10 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.7 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

(a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;

(b) any damage to property; or injury to any person or persons including death;

(c) any environmental damage and resulting clean-up costs; and

(d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the partied to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

(c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Hangar, the Equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such Sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 10.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Hangar and restoration of the Lands and Leased Premises in accordance with Paragraph 14.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the Equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;

(b) if the Tenant ceases to carry on the Permitted Use;

(c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:

(i) makes any assignment for the benefit of creditors,

(ii) is declared bankrupt,

(iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

(iv) disposes of all or substantially all of its assets without the consent of the Landlord, or

(v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and

(d) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

(a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;

(b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and

(c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, together with interest at a rate of 15% per annum from the date of invoice, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REMOVAL AND RESTORATION

15.1 Removal and Restoration. Prior to or upon the expiration of the Term or renewal term, as the case may be, or upon the earlier termination of this Lease (excluding termination pursuant to Paragraph 11.1):

the Tenant shall remove any and all buildings, shelters, structures, alterations and improvements whatsoever constructed upon the Lands and restore the Leased Premises to substantially the same condition that existed prior to the commencement of this Lease;

(a) in the event that the Tenant fails to remove from the Leased Premises, buildings, shelters, structures, alterations and improvements whatsoever the Landlord may take possession and ownership of the Hangar, any buildings, shelters, structures, alterations and improvements without any liability for compensation to the Tenant whatsoever, and without prejudice to the Landlords rights and remedies under this Lease including, without restriction, damages for breach of the Tenant's obligations to remove the Hangar and restore the Lands;

(b) the Tenant agrees that it shall remove all tanks, pipes, apparatus and equipment whether above ground or underground **and undertake an environmental assessment in accordance with the requirements of any provincial laws and regulations to determine whether there is any contamination by any materials as aforesaid, and if so, the Tenant shall restore the soil and underground under the Leased Premises to satisfy the Alberta Government guidelines (or the then current provincial regulations)**, and restore the paving and/or other improvements, as the case may be, as may reasonable be required by the Landlord as a result of such remediation. If the contamination has migrated off-site, the Tenant agrees to indemnify and hold harmless the Landlord with regard to off-site assessment and remediation, including any costs, damages, causes of action, claims or demands which may arise from such contamination and/or the assessment and remediation.

15.2 Removal of Chattels. Within sixty (60) days after the expiration or other termination of this Lease, the Tenant may remove all his chattels and buildings from the Leased Premises, but thereafter the Tenant may not remove or dismantle any chattels or buildings without the prior written consent of the Landlord. If notwithstanding the foregoing, if the Tenant has not removed all the chattels or buildings within sixty (60) days after the expiration or termination of this Lease, the Landlord, at its sole discretion, may declare the said chattels, buildings or parts thereof remaining on the Leased Premises, to be the absolute property of the Landlord. The Landlord may remove or have removed the said chattels, buildings or parts thereof from the Leased Premises and charge all costs of removal thereof to the Tenant, and the cost shall be deemed a debt due, owing and payable by the Tenant to the Landlord forthwith on demand.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Leased Premises is not significantly interrupted or prevented, the Tenant's leasehold interest in the Leased Premises is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Leased Premises. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Leased Premises by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

(b) by fax or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Lease. Notice so served shall be deemed received on the earlier of:

(i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

(ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or

(c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(d) to the Landlord at:

Woodlands County
Box 60
#1 Woodlands Lane
Whitecourt, Alberta T7S 1N3
Attention: Chief Administrative Officer
Fax: (780) 778-8402

(e) to the Tenant at:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB T2P 3P2
Attention: Accts Payable
Fax: (780) 402-2448

or to such other address as each party may from time to time direct in writing.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

16.6 Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Lease or any provisions of this Lease.

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several basis.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

WOODLANDS COUNTY

Per: ______________________________
Mayor, Jim Rennie

(c/s)

Per: ______________________________
CAO, Luc Mercier, CLGM, AMAA

[TENANT]

Per: ______________________________

(c/s)

Per: ______________________________

OR

______________________ Witness	______________________ Name:
______________________ Witness	______________________ Name:

AFFIDAVIT OF EXECUTION
[if Tenant is an individual, not a corporation]

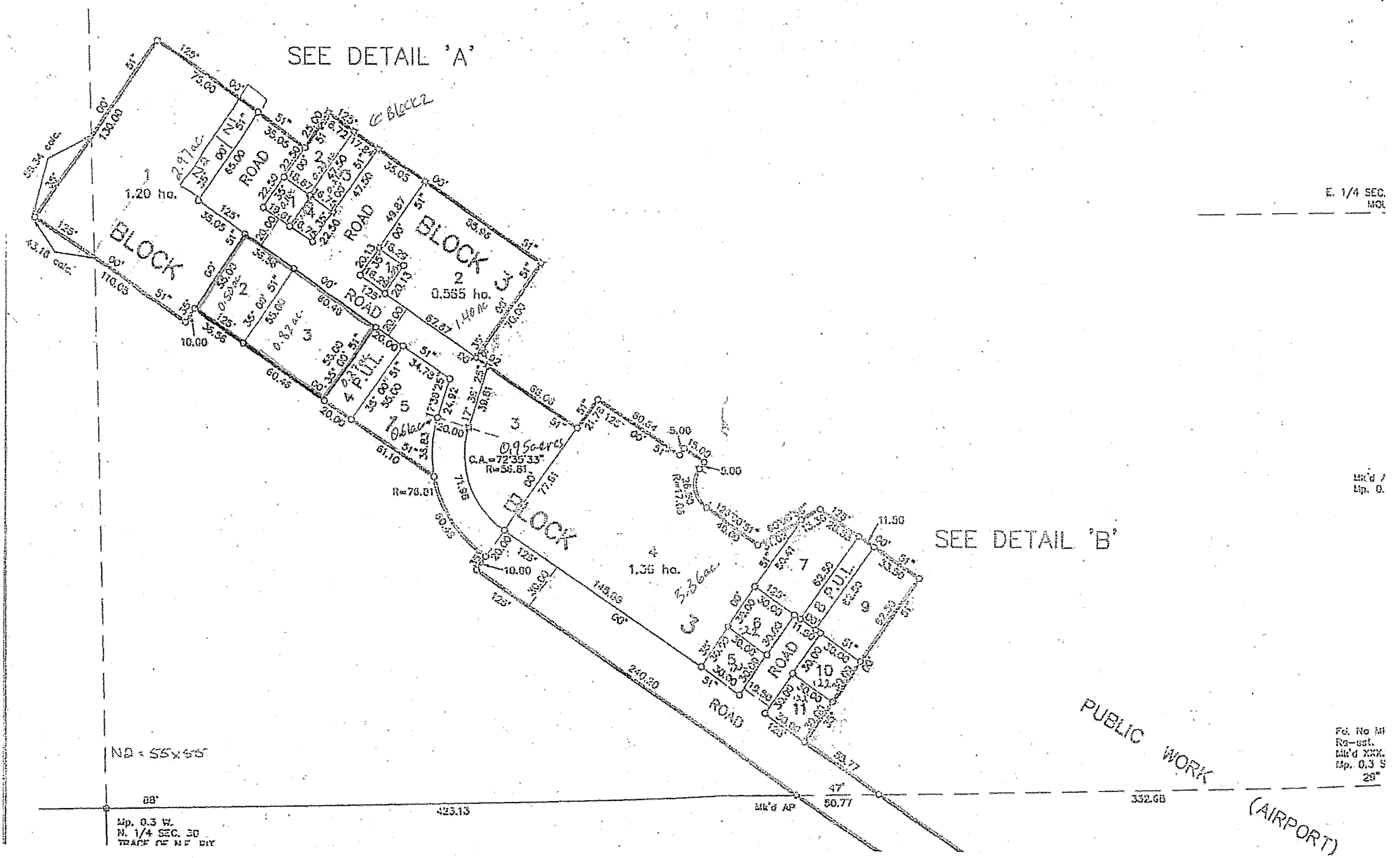
CANADA **PROVINCE OF ALBERTA** **TO WIT:**	))))))	I, ______________________ of the __________ of ____________________, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see ________________ and named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. the same was executed at _______________________, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said ________________ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the __________ of ________________, in the Province of Alberta, this _______ day of ______________, 20____. ______________________________ A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	)))))))	______________________________


SEE DETAIL 'A'
SEE DETAIL 'B'
BLOCK 1
1.20 ha.
BLOCK 2
0.565 ha.
BLOCK 3
BLOCK 4
1.36 ha.
ROAD
P.U.L.
PUBLIC WORK (AIRPORT)
C.A.=72°35'33"
R=56.81
R=76.81
E. 1/4 SEC.
Mp. 0.3 W.
N. 1/4 SEC. 30
Mk'd AP
423.13
332.68
240.20
148.69
ND = 55x55

THIS AIRPORT LEASE made the 21th day of November, 2017.

BETWEEN:

WOODLANDS COUNTY
(hereinafter referred to as the "Landlord")

AND:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB
T2P 3P2
(hereinafter referred to as the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the Whitecourt Airport;

B. The Landlord and the Tenant desire to enter into a Lease of the Leased Premises.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

(a) "Airport" means the Whitecourt Airport;

(b) "Hangar" means a shelter or structure placed or constructed upon the Leased Premises for the housing or repairing of aircraft;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(e) "Leased Premises" means that portion of the Airport legally described as:

Plan 0022432
Block 2
Lot 4
Excepting thereout all mines and minerals

(f) "Permitted Use" means use of a ***private aircraft Hangar for storing aircraft*** in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together

with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;

(h) "Security Deposit" means the sum of $ N/A, to be applied in accordance with the terms of this Lease;

(i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

2.1 Demise of Lands. In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for ***Fifteen (15) years*** commencing on the 1st day of January, 2018, and expiring on the 31st day of December, 2033, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Option to Extend. Provided that the Tenant is not in default, the Tenant shall have the option to extend this Lease for one (1) further term of five (5) years, on the same terms and conditions except for Rent which shall be determined by the Landlord's then-current schedule of fees.

3.3 Termination by Landlord. Notwithstanding Section 3.2, the Landlord shall have the right to terminate the Lease upon ninety (90) days written notice. The Rent shall be pro-rated to the termination date.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 "As Is, Where Is". The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 Satisfactory Condition. Without limiting the foregoing, the Tenant agrees:

(a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Leased Premises or any property neighbouring or surrounding the Lands;

(b) that no warranties or representations whatsoever respecting the Leased Premises (including, without restriction, the condition or quality of the Leased Premises, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and

(c) that the Tenant has examined the Leased Premises and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

5.1 Base Rent. The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of One Thousand Thirty-six Dollars and Forty-two cents ($1036.42) per year, being $ 2.75 per square meter for approximately 376.88 square meters, payable in advance on or before January 1st of each year of the Term, subject to adjustment as set out in Section 5.3 hereof, without set-off or deduction.

5.2 If this lease commences after N/A the rent for the first year shall be the sum of N/A ~~($_____.___)~~ and shall payable on or before the commencement date.

5.3 Notwithstanding Section 5.1, the base rent shall be adjusted by the Landlord on the 1st day of January every third (3rd) year of the Term.

5.4 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises, or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.5 Security Deposit. The Tenant shall pay the Security Deposit to the Landlord concurrently with the execution thereof. The Security Deposit may be applied by the Landlord at its discretion to any amounts which may be owing to the Landlord by the Tenant pursuant to the terms of this Lease.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

7.2 Accessibility. The Landlord shall maintain the access road and taxi strip to the Airport in reasonable condition for use by the Tenant, its agents, employees, licensees and invitees, but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage, including damages for disruption of the business of the tenant and damage to or loss of the goods, chattels and equipment and other property of the Tenant.

ARTICLE 8 - ADDITIONAL TENANT OBLIGATIONS

8.1 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

8.2 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3.1 Use of Leased Premises. The Leased Premises shall be used continuously during the Term for the Permitted Use, and for no other use. For clarity, the Tenant is prohibited from storing anything in or on the Leased Premises other than ***aircraft and related equipment***. The Tenant shall not carry on nor permit to

be carried on upon the Leased Premises any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

8.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

8.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

8.6 Hazardous Substances. The Tenant represents, covenants and warrants to and in favour of the Landlord that:

(a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;

(b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations);

(ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord.

8.7 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement. The Tenant shall submit detailed plans and specifications with its request for consent. The Tenant shall obtain all necessary permits from the applicable authority. The Landlord will not authorize the removal or destruction of trees unless necessary for excavation.

8.8 Signs. Any signs placed by the Tenant on or around the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The Tenant shall be responsible for the maintenance and repair of any signs.

8.9 Antennae. The Tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

8.10 Tenant's Repairs. The Tenant covenants to perform non-structural maintenance, repair, cleaning and

caretaking to keep the Leased Premises in a first class condition (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers and repairing plumbing in the Leased Premises) as determined by the Landlord. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto, and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence and at its sole cost.

8.11 Maintenance by Tenant. The Tenant covenants that the Landlord or its authorized agents may enter the Leased Premises at all reasonable times to determine the condition or state of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event that the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of any emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property, or the Tenant's business. Upon completion thereof, the Tenant will pay the Landlord's cost of the repair or maintenance, plus twenty per cent (20%) for overhead, on demand as rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this paragraph is not re-entry nor a breach of quiet enjoyment contained in this Lease. Failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.

[OPTIONAL] ARTICLE 9 – CONSTRUCTION

9.1 Design and Plans. Prior to commencing construction and installation of the ***Hangar*** or any services within the Leased Premises, the Tenant shall submit plans to the Landlord for acceptance, which plans should give all necessary details of the construction. The plans shall conform to any and all standards and procedures which have been adopted by the Landlord at the time and commencement of the construction and shall be in accordance with accepted engineering and construction practices. Notwithstanding anything contained within this Lease, the Tenant shall promptly apply for and obtain all permits, licenses, and approvals relating to the Leased Premises, the Hangar, and any services when required by any applicable law, bylaw, regulation, or code affecting the Leased Premises. It is understood and agreed that the Landlord's approval of any plans shall be in principle only, and shall not be interpreted in such a manner so as to constitute a consent to, or approval of any plans, services or the Hangar, nor representation or warranty or covenant by the Landlord to consent.

9.2 Construction of the Hangar. The Tenant agrees to construct and install all services and the Hanger at the Tenant's own cost and expense, and in a good and workmanlike manner, in strict conformance of the plans and proper and accepted engineering and constructive practice, in accordance with the requirements of this Lease, and in accordance with the standards and procedures, and in accordance with the requirements of law applicable to the work. The Tenant is solely responsible for insuring that dust, dirt and debris are controlled within the Leased Premises. In the event however that the Landlord deems that there is dust, dirt or debris problems, the Landlord shall attempt to notify the Tenant of the problem by contacting the Tenant or the Tenant's contractors and consultants. If the Landlord is not able to contact the Tenant or the Tenant's contractors or consultants, or if the Tenant or the Tenant's contractors or consultants fail to take effective measures to rectify the problem after being notified, then the Landlord may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Tenant and the Landlord shall within 48 hours notify the Tenant in writing of the action taken by the Landlord.

9.3 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Leased Premises, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on any of the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Leased Premises, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis (subject to taxation at the Tenant's sole option, initiated within Thirty (30) days of demand and/or delivery of the account to the Tenant), shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

9.4 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Leased Premises or the Hangar.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Tenant's Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

(a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION ($5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence;

(c) where applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of all property owned by the Tenant and located in or upon the Leased Premises; and

(d) insurance on the Leased Premises, the equipment, and all fixtures and improvements within the Leased Premises from loss or damage caused by:

(i) fire and other perils as may from time to time be included in fire insurance policies generally available to owners of commercial premises in the Province of Alberta; and

(ii) risks normally insured against by owners of premises in the Province of Alberta for a Leased Premises of the construction, location and use similar to the Leased Premises.

Such insurance shall be for the full replacement value of the Leased Premises, the Equipment and all fixtures and improvements within the Leased Premises.

(e) such further or other coverage as the Landlord may deem appropriate from time to time.

10.2 Additional Insured. The insurance purchased and maintained by the Tenant pursuant to Paragraph 9.1 of this Lease shall, where applicable and available on a reciprocal basis, include the Tenant and the Landlord, as the case may be, as an additional insured such that the insurance coverage is to apply to the parties as their respective interests may appear from time to time.

10.3 Additional Terms of Insurance. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.4 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.5 Proceeds of Insurance. Subject to the provisions contained within Article 10 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.6 Repair Obligations. Subject to the provisions contained within Article 10 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.7 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

(a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;

(b) any damage to property; or injury to any person or persons including death;

(c) any environmental damage and resulting clean-up costs; and

(d) all claims arising under the *Workers' Compensation Act*, *Occupational Health and Safety Act*, *Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the partied to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

(c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Hangar, the Equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such Sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 10.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Hangar and restoration of the Lands and Leased Premises in accordance with Paragraph 14.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the Equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;

(b) if the Tenant ceases to carry on the Permitted Use;

(c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:

(i) makes any assignment for the benefit of creditors,

(ii) is declared bankrupt,

(iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

(iv) disposes of all or substantially all of its assets without the consent of the Landlord, or

(v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and

(d) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

(a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;

(b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and

(c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, together with interest at a rate of 15% per annum from the date of invoice, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REMOVAL AND RESTORATION

15.1 Removal and Restoration. Prior to or upon the expiration of the Term or renewal term, as the case may be, or upon the earlier termination of this Lease (excluding termination pursuant to Paragraph 11.1):

the Tenant shall remove any and all buildings, shelters, structures, alterations and improvements whatsoever constructed upon the Lands and restore the Leased Premises to substantially the same condition that existed prior to the commencement of this Lease;

(a) in the event that the Tenant fails to remove from the Leased Premises, buildings, shelters, structures, alterations and improvements whatsoever the Landlord may take possession and ownership of the Hangar, any buildings, shelters, structures, alterations and improvements without any liability for compensation to the Tenant whatsoever, and without prejudice to the Landlords rights and remedies under this Lease including, without restriction, damages for breach of the Tenant's obligations to remove the Hangar and restore the Lands;

(b) the Tenant agrees that it shall remove all tanks, pipes, apparatus and equipment whether above ground or underground **and undertake an environmental assessment in accordance with the requirements of any provincial laws and regulations to determine whether there is any contamination by any materials as aforesaid, and if so, the Tenant shall restore the soil and underground under the Leased Premises to satisfy the Alberta Government guidelines (or the then current provincial regulations)**, and restore the paving and/or other improvements, as the case may be, as may reasonable be required by the Landlord as a result of such remediation. If the contamination has migrated off-site, the Tenant agrees to indemnify and hold harmless the Landlord with regard to off-site assessment and remediation, including any costs, damages, causes of action, claims or demands which may arise from such contamination and/or the assessment and remediation.

15.2 Removal of Chattels. Within sixty (60) days after the expiration or other termination of this Lease, the Tenant may remove all his chattels and buildings from the Leased Premises, but thereafter the Tenant may not remove or dismantle any chattels or buildings without the prior written consent of the Landlord. If notwithstanding the foregoing, if the Tenant has not removed all the chattels or buildings within sixty (60) days after the expiration or termination of this Lease, the Landlord, at its sole discretion, may declare the said chattels, buildings or parts thereof remaining on the Leased Premises, to be the absolute property of the Landlord. The Landlord may remove or have removed the said chattels, buildings or parts thereof from the Leased Premises and charge all costs of removal thereof to the Tenant, and the cost shall be deemed a debt due, owing and payable by the Tenant to the Landlord forthwith on demand.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Leased Premises is not significantly interrupted or prevented, the Tenant's leasehold interest in the Leased Premises is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Leased Premises. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Leased Premises by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

(b) by fax or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Lease. Notice so served shall be deemed received on the earlier of:

(i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

(ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or

(c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(d) to the Landlord at:

Woodlands County
Box 60
#1 Woodlands Lane
Whitecourt, Alberta T7S 1N3
Attention: Chief Administrative Officer
Fax: (780) 778-8402

(e) to the Tenant at:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB T2P 3P2
Attention: Accts Payable
Fax: (780) 402-2445

or to such other address as each party may from time to time direct in writing.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

16.6 Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Lease or any provisions of this Lease.

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by

subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several basis.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

WOODLANDS COUNTY

Per: ______________________________
Mayor, Jim Rennie

(c/s)

Per: ______________________________
CAO, Luc Mercier, CLGM, AMAA

[TENANT]

Per: ______________________________

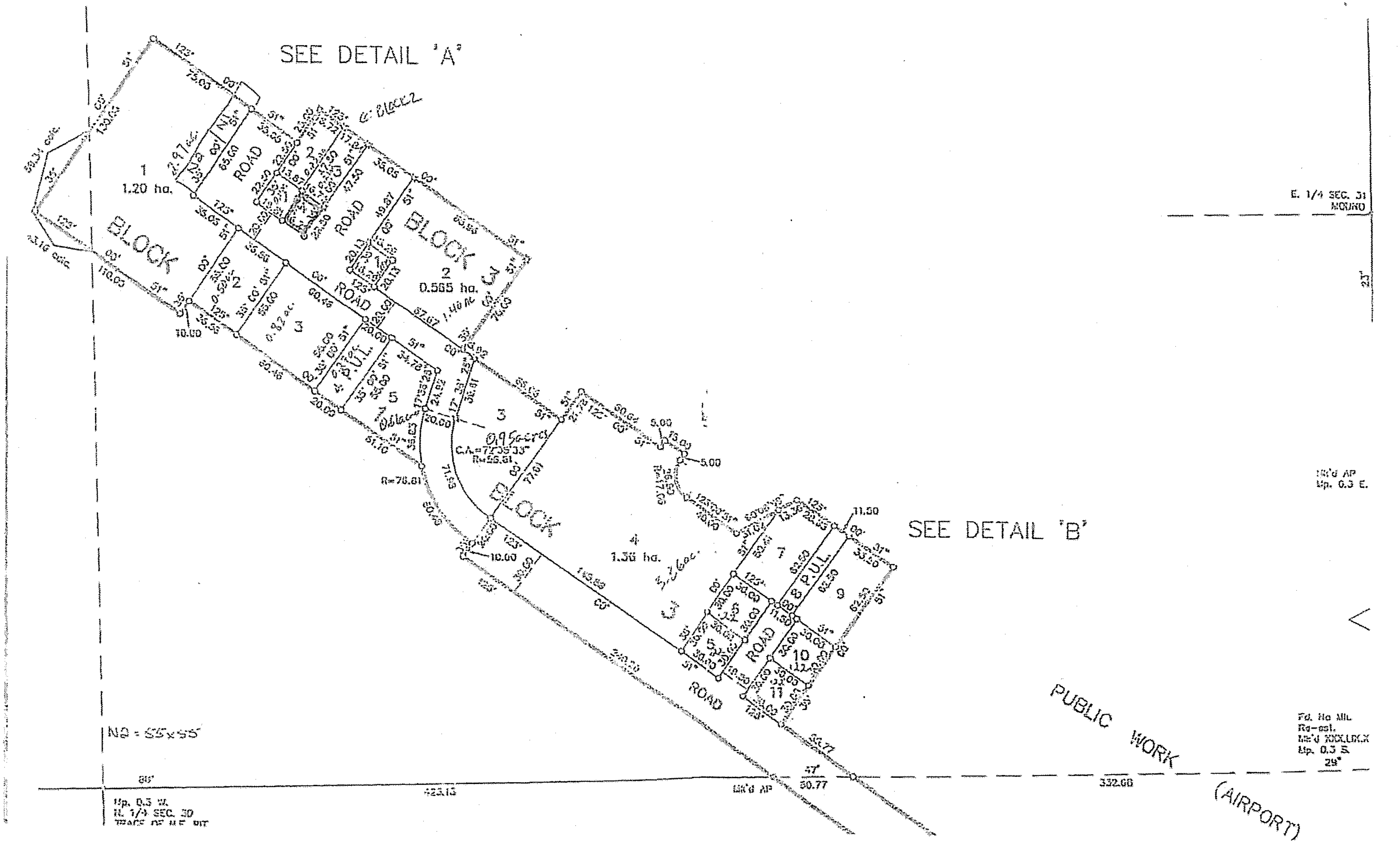
(c/s)

Per: ______________________________

OR

______________________________ ______________________________
Witness Name:

______________________________ ______________________________
Witness Name:


SEE DETAIL 'A'
SEE DETAIL 'B'
BLOCK
BLOCK
BLOCK
ROAD
ROAD
ROAD
ROAD
1
1.20 ha.
2
0.565 ha.
4
1.36 ha.
P.U.L.
P.U.L.
E. 1/4 SEC. 31
MOUND
PUBLIC WORK
(AIRPORT)
N.1/4 SEC. 30
423.13
332.00
N2 = 55x55'

THIS AIRPORT LEASE made the 21th day of November, 2017.

BETWEEN:

WOODLANDS COUNTY
(hereinafter referred to as the "Landlord")

AND:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB
T2P 3P2
(hereinafter referred to as the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the Whitecourt Airport;

B. The Landlord and the Tenant desire to enter into a Lease of the Leased Premises.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

(a) "Airport" means the Whitecourt Airport;

(b) "Hangar" means a shelter or structure placed or constructed upon the Leased Premises for the housing or repairing of aircraft;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(e) "Leased Premises" means that portion of the Airport legally described as:

Plan 0022432
Block 3
Lot 2
Excepting thereout all mines and minerals

(f) "Permitted Use" means use of a ***private airplane Hangar*** **and Refuelling Area** in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together

5.4 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises, or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.5 Security Deposit. The Tenant shall pay the Security Deposit to the Landlord concurrently with the execution thereof. The Security Deposit may be applied by the Landlord at its discretion to any amounts which may be owing to the Landlord by the Tenant pursuant to the terms of this Lease.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

7.2 Accessibility. The Landlord shall maintain the access road and taxi strip to the Airport in reasonable condition for use by the Tenant, its agents, employees, licensees and invitees, but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage, including damages for disruption of the business of the tenant and damage to or loss of the goods, chattels and equipment and other property of the Tenant.

ARTICLE 8 - ADDITIONAL TENANT OBLIGATIONS

8.1 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

8.2 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3.1 Use of Leased Premises. The Leased Premises shall be used continuously during the Term for the Permitted Use, and for no other use. For clarity, the Tenant is prohibited from storing anything in or on the Leased Premises other than ***aircraft and related equipment***. The Tenant shall not carry on nor permit to

be carried on upon the Leased Premises any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

8.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

8.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

8.6 Hazardous Substances. The Tenant represents, covenants and warrants to and in favour of the Landlord that:

(a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;

(b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations);

(ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord.

8.7 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement. The Tenant shall submit detailed plans and specifications with its request for consent. The Tenant shall obtain all necessary permits from the applicable authority. The Landlord will not authorize the removal or destruction of trees unless necessary for excavation.

8.8 Signs. Any signs placed by the Tenant on or around the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The Tenant shall be responsible for the maintenance and repair of any signs.

8.9 Antennae. The Tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

8.10 Tenant's Repairs. The Tenant covenants to perform non-structural maintenance, repair, cleaning and

caretaking to keep the Leased Premises in a first class condition (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers and repairing plumbing in the Leased Premises) as determined by the Landlord. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto, and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence and at its sole cost.

8.11 Maintenance by Tenant. The Tenant covenants that the Landlord or its authorized agents may enter the Leased Premises at all reasonable times to determine the condition or state of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event that the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of any emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property, or the Tenant's business. Upon completion thereof, the Tenant will pay the Landlord's cost of the repair or maintenance, plus twenty per cent (20%) for overhead, on demand as rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this paragraph is not re-entry nor a breach of quiet enjoyment contained in this Lease. Failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.

[OPTIONAL] ARTICLE 9 – CONSTRUCTION

9.1 Design and Plans. Prior to commencing construction and installation of the ***Hangar*** or any services within the Leased Premises, the Tenant shall submit plans to the Landlord for acceptance, which plans should give all necessary details of the construction. The plans shall conform to any and all standards and procedures which have been adopted by the Landlord at the time and commencement of the construction and shall be in accordance with accepted engineering and construction practices. Notwithstanding anything contained within this Lease, the Tenant shall promptly apply for and obtain all permits, licenses, and approvals relating to the Leased Premises, the Hangar, and any services when required by any applicable law, bylaw, regulation, or code affecting the Leased Premises. It is understood and agreed that the Landlord's approval of any plans shall be in principle only, and shall not be interpreted in such a manner so as to constitute a consent to, or approval of any plans, services or the Hangar, nor representation or warranty or covenant by the Landlord to consent.

9.2 Construction of the Hangar. The Tenant agrees to construct and install all services and the Hanger at the Tenant's own cost and expense, and in a good and workmanlike manner, in strict conformance of the plans and proper and accepted engineering and constructive practice, in accordance with the requirements of this Lease, and in accordance with the standards and procedures, and in accordance with the requirements of law applicable to the work. The Tenant is solely responsible for insuring that dust, dirt and debris are controlled within the Leased Premises. In the event however that the Landlord deems that there is dust, dirt or debris problems, the Landlord shall attempt to notify the Tenant of the problem by contacting the Tenant or the Tenant's contractors and consultants. If the Landlord is not able to contact the Tenant or the Tenant's contractors or consultants, or if the Tenant or the Tenant's contractors or consultants fail to take effective measures to rectify the problem after being notified, then the Landlord may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Tenant and the Landlord shall within 48 hours notify the Tenant in writing of the action taken by the Landlord.

9.3 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Leased Premises, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on any of the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Leased Premises, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis (subject to taxation at the Tenant's sole option, initiated within Thirty (30) days of demand and/or delivery of the account to the Tenant), shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

9.4 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Leased Premises or the Hangar.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Tenant's Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

(a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION ($5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence;

(c) where applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of all property owned by the Tenant and located in or upon the Leased Premises; and

(d) insurance on the Leased Premises, the equipment, and all fixtures and improvements within the Leased Premises from loss or damage caused by:

(i) fire and other perils as may from time to time be included in fire insurance policies generally available to owners of commercial premises in the Province of Alberta; and

(ii) risks normally insured against by owners of premises in the Province of Alberta for a Leased Premises of the construction, location and use similar to the Leased Premises.

Such insurance shall be for the full replacement value of the Leased Premises, the Equipment and all fixtures and improvements within the Leased Premises.

(e) such further or other coverage as the Landlord may deem appropriate from time to time.

10.2 Additional Insured. The insurance purchased and maintained by the Tenant pursuant to Paragraph 9.1 of this Lease shall, where applicable and available on a reciprocal basis, include the Tenant and the Landlord, as the case may be, as an additional insured such that the insurance coverage is to apply to the parties as their respective interests may appear from time to time.

10.3 Additional Terms of Insurance. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.4 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.5 Proceeds of Insurance. Subject to the provisions contained within Article 10 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.6 Repair Obligations. Subject to the provisions contained within Article 10 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.7 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

(a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;

(b) any damage to property; or injury to any person or persons including death;

(c) any environmental damage and resulting clean-up costs; and

(d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the partied to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

(c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Hangar, the Equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such Sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 10.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Hangar and restoration of the Lands and Leased Premises in accordance with Paragraph 14.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the Equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;

(b) if the Tenant ceases to carry on the Permitted Use;

(c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:

(i) makes any assignment for the benefit of creditors,

(ii) is declared bankrupt,

(iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

(iv) disposes of all or substantially all of its assets without the consent of the Landlord, or

(v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and

(d) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

(a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;

(b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and

(c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, together with interest at a rate of 15% per annum from the date of invoice, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REMOVAL AND RESTORATION

15.1 Removal and Restoration. Prior to or upon the expiration of the Term or renewal term, as the case may be, or upon the earlier termination of this Lease (excluding termination pursuant to Paragraph 11.1):

the Tenant shall remove any and all buildings, shelters, structures, alterations and improvements whatsoever constructed upon the Lands and restore the Leased Premises to substantially the same condition that existed prior to the commencement of this Lease;

(a) in the event that the Tenant fails to remove from the Leased Premises, buildings, shelters, structures, alterations and improvements whatsoever the Landlord may take possession and ownership of the Hangar, any buildings, shelters, structures, alterations and improvements without any liability for compensation to the Tenant whatsoever, and without prejudice to the Landlords rights and remedies under this Lease including, without restriction, damages for breach of the Tenant's obligations to remove the Hangar and restore the Lands;

(b) the Tenant agrees that it shall remove all tanks, pipes, apparatus and equipment whether above ground or underground **and undertake an environmental assessment in accordance with the requirements of any provincial laws and regulations to determine whether there is any contamination by any materials as aforesaid, and if so, the Tenant shall restore the soil and underground under the Leased Premises to satisfy the Alberta Government guidelines (or the then current provincial regulations)**, and restore the paving and/or other improvements, as the case may be, as may reasonable be required by the Landlord as a result of such remediation. If the contamination has migrated off-site, the Tenant agrees to indemnify and hold harmless the Landlord with regard to off-site assessment and remediation, including any costs, damages, causes of action, claims or demands which may arise from such contamination and/or the assessment and remediation.

15.2 Removal of Chattels. Within sixty (60) days after the expiration or other termination of this Lease, the Tenant may remove all his chattels and buildings from the Leased Premises, but thereafter the Tenant may not remove or dismantle any chattels or buildings without the prior written consent of the Landlord. If notwithstanding the foregoing, if the Tenant has not removed all the chattels or buildings within sixty (60) days after the expiration or termination of this Lease, the Landlord, at its sole discretion, may declare the said chattels, buildings or parts thereof remaining on the Leased Premises, to be the absolute property of the Landlord. The Landlord may remove or have removed the said chattels, buildings or parts thereof from the Leased Premises and charge all costs of removal thereof to the Tenant, and the cost shall be deemed a debt due, owing and payable by the Tenant to the Landlord forthwith on demand.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Leased Premises is not significantly interrupted or prevented, the Tenant's leasehold interest in the Leased Premises is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Leased Premises. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Leased Premises by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

(b) by fax or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Lease. Notice so served shall be deemed received on the earlier of:

(i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

(ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or

(c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(d) to the Landlord at:

Woodlands County
Box 60
#1 Woodlands Lane
Whitecourt, Alberta T7S 1N3
Attention: Chief Administrative Officer
Fax: (780) 778-8402

(e) to the Tenant at:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB T2P 3P2
Attention: Accts Payable
Fax: (780)402-3448

or to such other address as each party may from time to time direct in writing.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

16.6 Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Lease or any provisions of this Lease.

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by

subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several basis.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

WOODLANDS COUNTY

Per: ______________________________
Mayor, Jim Rennie

(c/s)

Per: ______________________________
CAO, Luc Mercier, CLGM, AMAA

[TENANT]

Per: ______________________________

(c/s)

Per: ______________________________

OR

______________________________ Witness

______________________________ Name:

______________________________ Witness

______________________________ Name:

AFFIDAVIT OF EXECUTION
[if Tenant is an individual, not a corporation]

CANADA	)	
	)	I, ______________________________ of the __________ of ______________________, in the Province of Alberta, MAKE OATH AND SAY THAT:
PROVINCE OF ALBERTA	)	
	)	
TO WIT:	)	
	)	

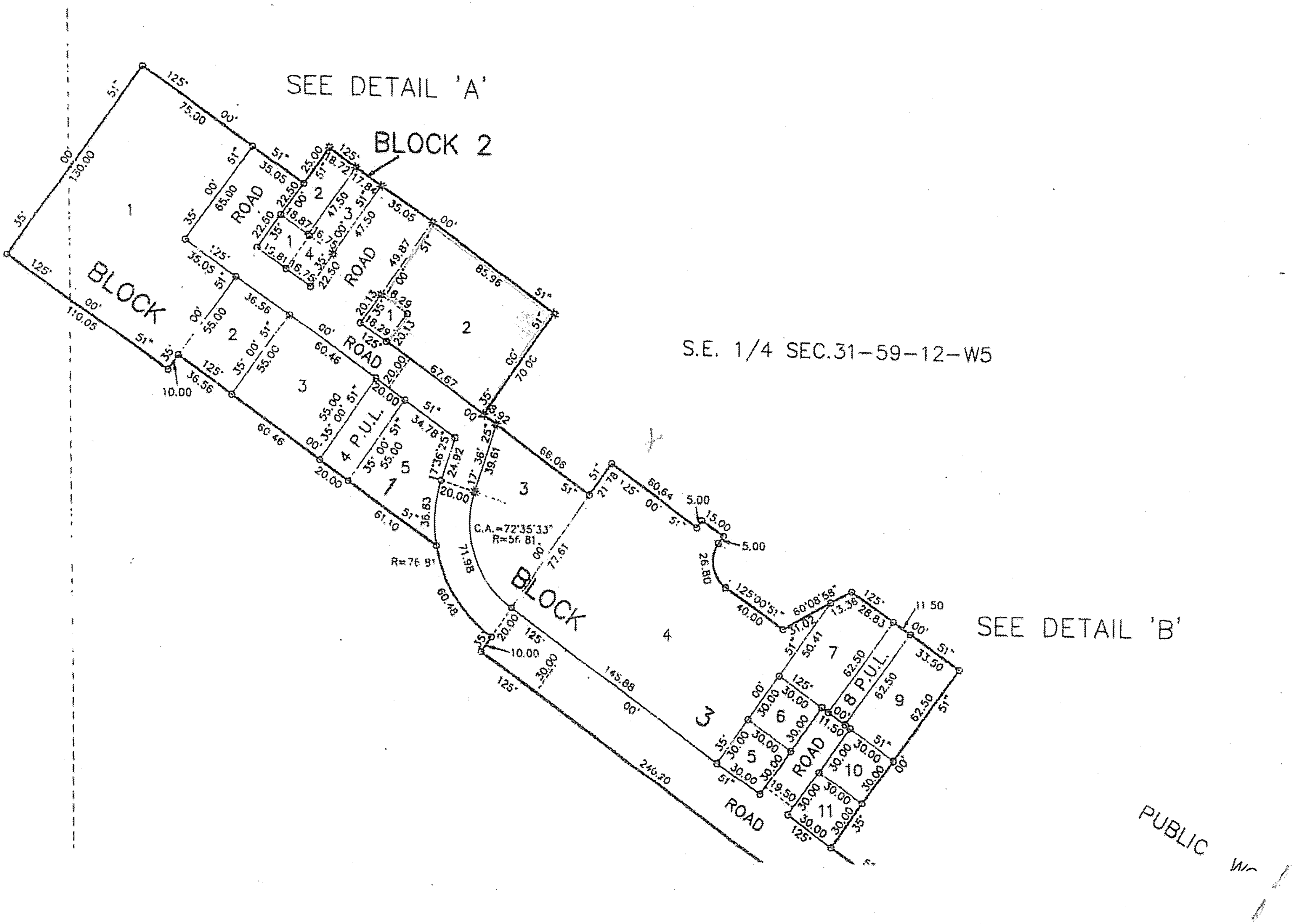
1. I was personally present and did see ____________________ and named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. the same was executed at ______________________________, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said ____________________ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the __________ of ____________________, in the Province of Alberta, this ________ day of ________________, 20____.	)))))))	
		______________________________________
______________________________________ A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA		

SCHEDUL "A"



SEE DETAIL 'A'
BLOCK 2
BLOCK 1
ROAD
P.U.L.
S.E. 1/4 SEC.31-59-12-W5
C.A.=72°35'33"
BLOCK 3
SEE DETAIL 'B'
ROAD
PUBLIC

THIS AIRPORT LEASE made the 21th day of November, 2017.

BETWEEN:

WOODLANDS COUNTY
(hereinafter referred to as the "Landlord")

AND:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB
T2P 3P2
(hereinafter referred to as the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the Whitecourt Airport;

B. The Landlord and the Tenant desire to enter into a Lease of the Leased Premises.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

(a) "Airport" means the Whitecourt Airport;

(b) "Hangar" means a shelter or structure placed or constructed upon the Leased Premises for the housing or repairing of aircraft;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(e) "Leased Premises" means that portion of the Airport legally described as:

Plan 0022432
Block 2
Lot 3
Excepting thereout all mines and minerals

(f) "Permitted Use" means use of a ***private aircraft Hangar*** in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together

with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;

(h) "Security Deposit" means the sum of $ N/A, to be applied in accordance with the terms of this Lease;

(i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

2.1 Demise of Lands. In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for ***Fifteen (15) years*** commencing on the 1st day of January, 2018, and expiring on the 31st day of December, 2033, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Option to Extend. Provided that the Tenant is not in default, the Tenant shall have the option to extend this Lease for one (1) further term of five (5) years, on the same terms and conditions except for Rent which shall be determined by the Landlord's then-current schedule of fees.

3.3 Termination by Landlord. Notwithstanding Section 3.2, the Landlord shall have the right to terminate the Lease upon ninety (90) days written notice. The Rent shall be pro-rated to the termination date.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 "As Is, Where Is". The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 Satisfactory Condition. Without limiting the foregoing, the Tenant agrees:

(a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Leased Premises or any property neighbouring or surrounding the Lands;

(b) that no warranties or representations whatsoever respecting the Leased Premises (including, without restriction, the condition or quality of the Leased Premises, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and

(c) that the Tenant has examined the Leased Premises and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

5.1 Base Rent. The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of Two Thousand Two Hundred Fifty-nine dollars and Eighty-one cents ($2259.81) per year, being $ 2.75 per square meter for approximately 821.75 square meters, payable in advance on or before January 1st of each year of the Term, subject to adjustment as set out in Section 5.3 hereof, without set-off or deduction.

5.2 If this lease commences after N/A the rent for the first year shall be the sum of N/A ~~($_____.__)~~ and shall payable on or before the commencement date.

5.3 Notwithstanding Section 5.1, the base rent shall be adjusted by the Landlord on the 1st day of January every third (3rd) year of the Term.

5.4 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises, or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.5 Security Deposit. The Tenant shall pay the Security Deposit to the Landlord concurrently with the execution thereof. The Security Deposit may be applied by the Landlord at its discretion to any amounts which may be owing to the Landlord by the Tenant pursuant to the terms of this Lease.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

7.2 Accessibility. The Landlord shall maintain the access road and taxi strip to the Airport in reasonable condition for use by the Tenant, its agents, employees, licensees and invitees, but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage, including damages for disruption of the business of the tenant and damage to or loss of the goods, chattels and equipment and other property of the Tenant.

ARTICLE 8 - ADDITIONAL TENANT OBLIGATIONS

8.1 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

8.2 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3.1 Use of Leased Premises. The Leased Premises shall be used continuously during the Term for the Permitted Use, and for no other use. For clarity, the Tenant is prohibited from storing anything in or on the Leased Premises other than ***aircraft and related equipment***. The Tenant shall not carry on nor permit to

be carried on upon the Leased Premises any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

8.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

8.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

8.6 Hazardous Substances. The Tenant represents, covenants and warrants to and in favour of the Landlord that:

(a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;

(b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations);

(ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord.

8.7 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement. The Tenant shall submit detailed plans and specifications with its request for consent. The Tenant shall obtain all necessary permits from the applicable authority. The Landlord will not authorize the removal or destruction of trees unless necessary for excavation.

8.8 Signs. Any signs placed by the Tenant on or around the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The Tenant shall be responsible for the maintenance and repair of any signs.

8.9 Antennae. The Tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

8.10 Tenant's Repairs. The Tenant covenants to perform non-structural maintenance, repair, cleaning and

caretaking to keep the Leased Premises in a first class condition (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers and repairing plumbing in the Leased Premises) as determined by the Landlord. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto, and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence and at its sole cost.

8.11 Maintenance by Tenant. The Tenant covenants that the Landlord or its authorized agents may enter the Leased Premises at all reasonable times to determine the condition or state of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event that the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of any emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property, or the Tenant's business. Upon completion thereof, the Tenant will pay the Landlord's cost of the repair or maintenance, plus twenty per cent (20%) for overhead, on demand as rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this paragraph is not re-entry nor a breach of quiet enjoyment contained in this Lease. Failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.

[OPTIONAL] ARTICLE 9 – CONSTRUCTION

9.1 Design and Plans. Prior to commencing construction and installation of the ***Hangar*** or any services within the Leased Premises, the Tenant shall submit plans to the Landlord for acceptance, which plans should give all necessary details of the construction. The plans shall conform to any and all standards and procedures which have been adopted by the Landlord at the time and commencement of the construction and shall be in accordance with accepted engineering and construction practices. Notwithstanding anything contained within this Lease, the Tenant shall promptly apply for and obtain all permits, licenses, and approvals relating to the Leased Premises, the Hangar, and any services when required by any applicable law, bylaw, regulation, or code affecting the Leased Premises. It is understood and agreed that the Landlord's approval of any plans shall be in principle only, and shall not be interpreted in such a manner so as to constitute a consent to, or approval of any plans, services or the Hangar, nor representation or warranty or covenant by the Landlord to consent.

9.2 Construction of the Hangar. The Tenant agrees to construct and install all services and the Hanger at the Tenant's own cost and expense, and in a good and workmanlike manner, in strict conformance of the plans and proper and accepted engineering and constructive practice, in accordance with the requirements of this Lease, and in accordance with the standards and procedures, and in accordance with the requirements of law applicable to the work. The Tenant is solely responsible for insuring that dust, dirt and debris are controlled within the Leased Premises. In the event however that the Landlord deems that there is dust, dirt or debris problems, the Landlord shall attempt to notify the Tenant of the problem by contacting the Tenant or the Tenant's contractors and consultants. If the Landlord is not able to contact the Tenant or the Tenant's contractors or consultants, or if the Tenant or the Tenant's contractors or consultants fail to take effective measures to rectify the problem after being notified, then the Landlord may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Tenant and the Landlord shall within 48 hours notify the Tenant in writing of the action taken by the Landlord.

9.3 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Leased Premises, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on any of the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Leased Premises, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis (subject to taxation at the Tenant's sole option, initiated within Thirty (30) days of demand and/or delivery of the account to the Tenant), shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

9.4 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Leased Premises or the Hangar.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Tenant's Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

(a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION ($5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence;

(c) where applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of all property owned by the Tenant and located in or upon the Leased Premises; and

(d) insurance on the Leased Premises, the equipment, and all fixtures and improvements within the Leased Premises from loss or damage caused by:

(i) fire and other perils as may from time to time be included in fire insurance policies generally available to owners of commercial premises in the Province of Alberta; and

(ii) risks normally insured against by owners of premises in the Province of Alberta for a Leased Premises of the construction, location and use similar to the Leased Premises.

Such insurance shall be for the full replacement value of the Leased Premises, the Equipment and all fixtures and improvements within the Leased Premises.

(e) such further or other coverage as the Landlord may deem appropriate from time to time.

10.2 Additional Insured. The insurance purchased and maintained by the Tenant pursuant to Paragraph 9.1 of this Lease shall, where applicable and available on a reciprocal basis, include the Tenant and the Landlord, as the case may be, as an additional insured such that the insurance coverage is to apply to the parties as their respective interests may appear from time to time.

10.3 Additional Terms of Insurance. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.4 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.5 Proceeds of Insurance. Subject to the provisions contained within Article 10 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.6 Repair Obligations. Subject to the provisions contained within Article 10 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.7 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

(a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;

(b) any damage to property; or injury to any person or persons including death;

(c) any environmental damage and resulting clean-up costs; and

(d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the partied to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

(c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Hangar, the Equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such Sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 10.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Hangar and restoration of the Lands and Leased Premises in accordance with Paragraph 14.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the Equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;

(b) if the Tenant ceases to carry on the Permitted Use;

(c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:

(i) makes any assignment for the benefit of creditors,

(ii) is declared bankrupt,

(iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

(iv) disposes of all or substantially all of its assets without the consent of the Landlord, or

(v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and

(d) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

(a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;

(b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and

(c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, together with interest at a rate of 15% per annum from the date of invoice, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REMOVAL AND RESTORATION

15.1 Removal and Restoration. Prior to or upon the expiration of the Term or renewal term, as the case may be, or upon the earlier termination of this Lease (excluding termination pursuant to Paragraph 11.1):

the Tenant shall remove any and all buildings, shelters, structures, alterations and improvements whatsoever constructed upon the Lands and restore the Leased Premises to substantially the same condition that existed prior to the commencement of this Lease;

(a) in the event that the Tenant fails to remove from the Leased Premises, buildings, shelters, structures, alterations and improvements whatsoever the Landlord may take possession and ownership of the Hangar, any buildings, shelters, structures, alterations and improvements without any liability for compensation to the Tenant whatsoever, and without prejudice to the Landlords rights and remedies under this Lease including, without restriction, damages for breach of the Tenant's obligations to remove the Hangar and restore the Lands;

(b) the Tenant agrees that it shall remove all tanks, pipes, apparatus and equipment whether above ground or underground **and undertake an environmental assessment in accordance with the requirements of any provincial laws and regulations to determine whether there is any contamination by any materials as aforesaid, and if so, the Tenant shall restore the soil and underground under the Leased Premises to satisfy the Alberta Government guidelines (or the then current provincial regulations)**, and restore the paving and/or other improvements, as the case may be, as may reasonable be required by the Landlord as a result of such remediation. If the contamination has migrated off-site, the Tenant agrees to indemnify and hold harmless the Landlord with regard to off-site assessment and remediation, including any costs, damages, causes of action, claims or demands which may arise from such contamination and/or the assessment and remediation.

15.2 Removal of Chattels. Within sixty (60) days after the expiration or other termination of this Lease, the Tenant may remove all his chattels and buildings from the Leased Premises, but thereafter the Tenant may not remove or dismantle any chattels or buildings without the prior written consent of the Landlord. If notwithstanding the foregoing, if the Tenant has not removed all the chattels or buildings within sixty (60) days after the expiration or termination of this Lease, the Landlord, at its sole discretion, may declare the said chattels, buildings or parts thereof remaining on the Leased Premises, to be the absolute property of the Landlord. The Landlord may remove or have removed the said chattels, buildings or parts thereof from the Leased Premises and charge all costs of removal thereof to the Tenant, and the cost shall be deemed a debt due, owing and payable by the Tenant to the Landlord forthwith on demand.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Leased Premises is not significantly interrupted or prevented, the Tenant's leasehold interest in the Leased Premises is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Leased Premises. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Leased Premises by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

(b) by fax or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Lease. Notice so served shall be deemed received on the earlier of:

(i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

(ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or

(c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(d) to the Landlord at:
Woodlands County
Box 60
#1 Woodlands Lane
Whitecourt, Alberta T7S 1N3
Attention: Chief Administrative Officer
Fax: (780) 778-8402

(e) to the Tenant at:
OPSMobil
1200 – 815 8th Ave SW
Calgary, AB T2P 3P2
Attention: Accts Payable
Fax: (780) 402 - 2448

or to such other address as each party may from time to time direct in writing.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

16.6 Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Lease or any provisions of this Lease.

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several basis.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

WOODLANDS COUNTY

Per: ______________________________
Mayor, Jim Rennie

(c/s)

Per: ______________________________
CAO, Luc Mercier, CLGM, AMAA

[TENANT]

Per: ______________________________

(c/s)

Per: ______________________________

OR

______________________________ ______________________________
Witness Name:

______________________________ ______________________________
Witness Name:

AFFIDAVIT OF EXECUTION
[if Tenant is an individual, not a corporation]

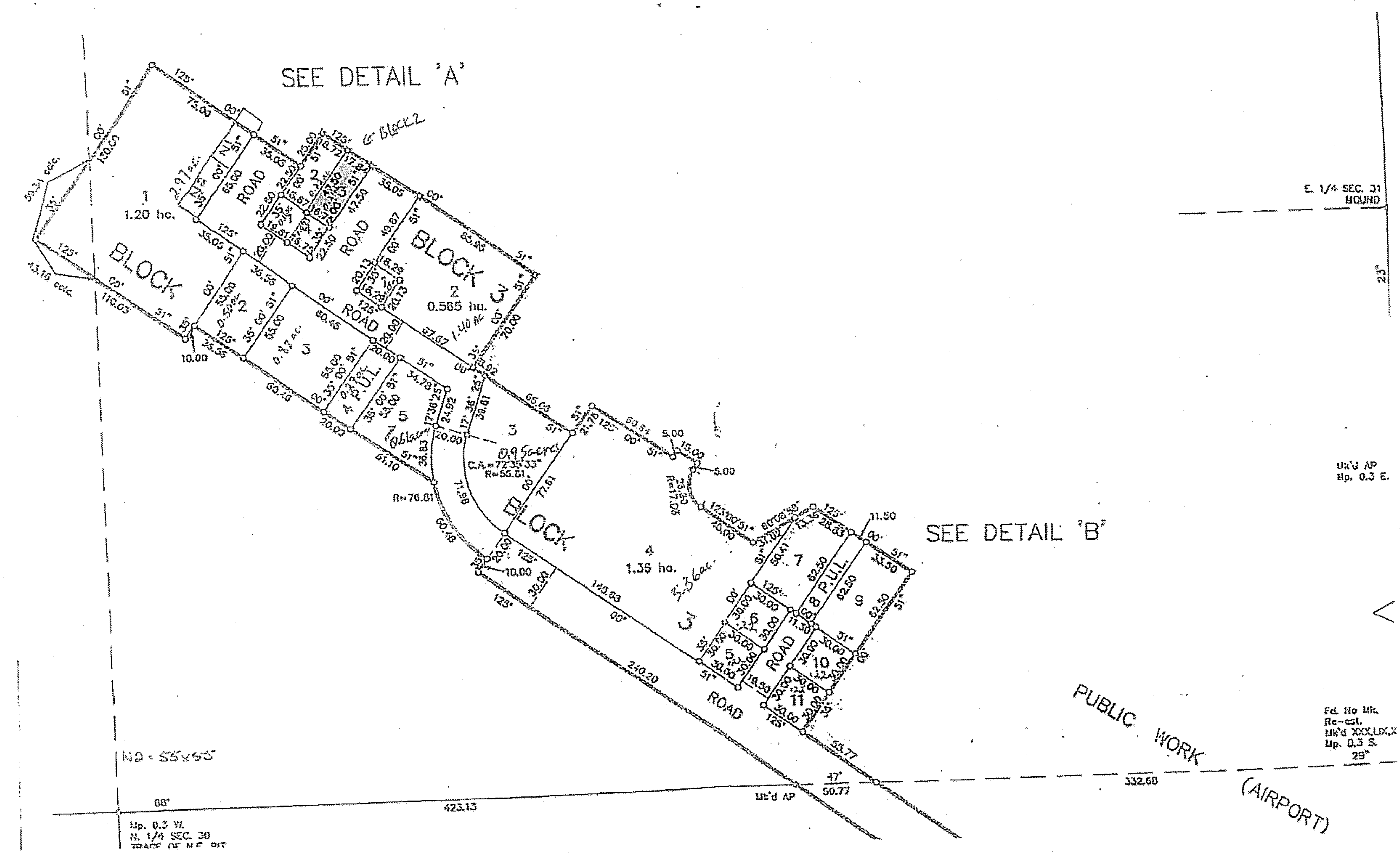
CANADA PROVINCE OF ALBERTA TO WIT:	I, ______________________ of the __________ of ____________________, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see __________________ and named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. the same was executed at ____________________________, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said ____________________ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the __________ of ____________________, in the Province of Alberta, this _______ day of _______________, 20____. ______________________________ A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	______________________________



SEE DETAIL 'A'
SEE DETAIL 'B'
BLOCK
BLOCK
BLOCK
1
1.20 ha.
2
0.565 ha.
4
1.36 ha.
ROAD
ROAD
ROAD
ROAD
ROAD
P.U.L.
P.U.L.
PUBLIC WORK
(AIRPORT)
E. 1/4 SEC. 31
MOUND
Fd. No Mk.
Re-est.
Mp. 0.3 W.
N. 1/4 SEC. 30
423.13
332.68
240.20

THIS AIRPORT LEASE made the 21th day of November, 2017.

BETWEEN:

WOODLANDS COUNTY
(hereinafter referred to as the "Landlord")

AND:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB
T2P 3P2
(hereinafter referred to as the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the Whitecourt Airport;

B. The Landlord and the Tenant desire to enter into a Lease of the Leased Premises.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

(a) "Airport" means the Whitecourt Airport;

(b) "Hangar" means a shelter or structure placed or constructed upon the Leased Premises for the housing or repairing of aircraft;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(e) "Leased Premises" means that portion of the Airport legally described as:

Plan 0022432
Block 2
Lot 2
Excepting thereout all mines and minerals

(f) "Permitted Use" means use of a ***private aircraft Hangar*** in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together

with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;

(h) "Security Deposit" means the sum of $ N/A, to be applied in accordance with the terms of this Lease;

(i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

2.1 Demise of Lands. In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for ***Fifteen (15) years*** commencing on the 1st day of January, 2018, and expiring on the 31st day of December, 2033, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Option to Extend. Provided that the Tenant is not in default, the Tenant shall have the option to extend this Lease for one (1) further term of five (5) years, on the same terms and conditions except for Rent which shall be determined by the Landlord's then-current schedule of fees.

3.3 Termination by Landlord. Notwithstanding Section 3.2, the Landlord shall have the right to terminate the Lease upon ninety (90) days written notice. The Rent shall be pro-rated to the termination date.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 "As Is, Where Is". The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 Satisfactory Condition. Without limiting the foregoing, the Tenant agrees:

(a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Leased Premises or any property neighbouring or surrounding the Lands;

(b) that no warranties or representations whatsoever respecting the Leased Premises (including, without restriction, the condition or quality of the Leased Premises, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and

(c) that the Tenant has examined the Leased Premises and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

5.1 Base Rent. The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of Two Thousand Four Hundred Fifty-five dollars and Nine cents($ 2455.09) per year, being $ 2.75 per square meter for approximately 896.76 square meters, payable in advance on or before January 1st of each year of the Term, subject to adjustment as set out in Section 5.3 hereof, without set-off or deduction.

5.2 If this lease commences after N/A the rent for the first year shall be the sum of N/A ~~($______.___)~~ and shall payable on or before the commencement date.

5.3 Notwithstanding Section 5.1, the base rent shall be adjusted by the Landlord on the 1st day of January every third (3rd) year of the Term.

5.4 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises, or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.5 Security Deposit. The Tenant shall pay the Security Deposit to the Landlord concurrently with the execution thereof. The Security Deposit may be applied by the Landlord at its discretion to any amounts which may be owing to the Landlord by the Tenant pursuant to the terms of this Lease.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

7.2 Accessibility. The Landlord shall maintain the access road and taxi strip to the Airport in reasonable condition for use by the Tenant, its agents, employees, licensees and invitees, but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage, including damages for disruption of the business of the tenant and damage to or loss of the goods, chattels and equipment and other property of the Tenant.

ARTICLE 8 - ADDITIONAL TENANT OBLIGATIONS

8.1 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

8.2 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3.1 Use of Leased Premises. The Leased Premises shall be used continuously during the Term for the Permitted Use, and for no other use. For clarity, the Tenant is prohibited from storing anything in or on the Leased Premises other than ***aircraft and related equipment***. The Tenant shall not carry on nor permit to

be carried on upon the Leased Premises any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

8.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

8.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

8.6 Hazardous Substances. The Tenant represents, covenants and warrants to and in favour of the Landlord that:

(a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;

(b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations);

(ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord.

8.7 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement. The Tenant shall submit detailed plans and specifications with its request for consent. The Tenant shall obtain all necessary permits from the applicable authority. The Landlord will not authorize the removal or destruction of trees unless necessary for excavation.

8.8 Signs. Any signs placed by the Tenant on or around the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The Tenant shall be responsible for the maintenance and repair of any signs.

8.9 Antennae. The Tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

8.10 Tenant's Repairs. The Tenant covenants to perform non-structural maintenance, repair, cleaning and

caretaking to keep the Leased Premises in a first class condition (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers and repairing plumbing in the Leased Premises) as determined by the Landlord. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto, and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence and at its sole cost.

8.11 Maintenance by Tenant. The Tenant covenants that the Landlord or its authorized agents may enter the Leased Premises at all reasonable times to determine the condition or state of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event that the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of any emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property, or the Tenant's business. Upon completion thereof, the Tenant will pay the Landlord's cost of the repair or maintenance, plus twenty per cent (20%) for overhead, on demand as rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this paragraph is not re-entry nor a breach of quiet enjoyment contained in this Lease. Failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.

[OPTIONAL] ARTICLE 9 – CONSTRUCTION

9.1 Design and Plans. Prior to commencing construction and installation of the ***Hangar*** or any services within the Leased Premises, the Tenant shall submit plans to the Landlord for acceptance, which plans should give all necessary details of the construction. The plans shall conform to any and all standards and procedures which have been adopted by the Landlord at the time and commencement of the construction and shall be in accordance with accepted engineering and construction practices. Notwithstanding anything contained within this Lease, the Tenant shall promptly apply for and obtain all permits, licenses, and approvals relating to the Leased Premises, the Hangar, and any services when required by any applicable law, bylaw, regulation, or code affecting the Leased Premises. It is understood and agreed that the Landlord's approval of any plans shall be in principle only, and shall not be interpreted in such a manner so as to constitute a consent to, or approval of any plans, services or the Hangar, nor representation or warranty or covenant by the Landlord to consent.

9.2 Construction of the Hangar. The Tenant agrees to construct and install all services and the Hanger at the Tenant's own cost and expense, and in a good and workmanlike manner, in strict conformance of the plans and proper and accepted engineering and constructive practice, in accordance with the requirements of this Lease, and in accordance with the standards and procedures, and in accordance with the requirements of law applicable to the work. The Tenant is solely responsible for insuring that dust, dirt and debris are controlled within the Leased Premises. In the event however that the Landlord deems that there is dust, dirt or debris problems, the Landlord shall attempt to notify the Tenant of the problem by contacting the Tenant or the Tenant's contractors and consultants. If the Landlord is not able to contact the Tenant or the Tenant's contractors or consultants, or if the Tenant or the Tenant's contractors or consultants fail to take effective measures to rectify the problem after being notified, then the Landlord may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Tenant and the Landlord shall within 48 hours notify the Tenant in writing of the action taken by the Landlord.

9.3 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Leased Premises, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on any of the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Leased Premises, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis (subject to taxation at the Tenant's sole option, initiated within Thirty (30) days of demand and/or delivery of the account to the Tenant), shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

9.4 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Leased Premises or the Hangar.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Tenant's Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

(a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION ($5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence;

(c) where applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of all property owned by the Tenant and located in or upon the Leased Premises; and

(d) insurance on the Leased Premises, the equipment, and all fixtures and improvements within the Leased Premises from loss or damage caused by:

(i) fire and other perils as may from time to time be included in fire insurance policies generally available to owners of commercial premises in the Province of Alberta; and

(ii) risks normally insured against by owners of premises in the Province of Alberta for a Leased Premises of the construction, location and use similar to the Leased Premises.

Such insurance shall be for the full replacement value of the Leased Premises, the Equipment and all fixtures and improvements within the Leased Premises.

(e) such further or other coverage as the Landlord may deem appropriate from time to time.

10.2 Additional Insured. The insurance purchased and maintained by the Tenant pursuant to Paragraph 9.1 of this Lease shall, where applicable and available on a reciprocal basis, include the Tenant and the Landlord, as the case may be, as an additional insured such that the insurance coverage is to apply to the parties as their respective interests may appear from time to time.

10.3 Additional Terms of Insurance. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.4 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.5 Proceeds of Insurance. Subject to the provisions contained within Article 10 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.6 Repair Obligations. Subject to the provisions contained within Article 10 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.7 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

(a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;

(b) any damage to property; or injury to any person or persons including death;

(c) any environmental damage and resulting clean-up costs; and

(d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the partied to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

(c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Hangar, the Equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such Sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 10.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Hangar and restoration of the Lands and Leased Premises in accordance with Paragraph 14.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the Equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;

(b) if the Tenant ceases to carry on the Permitted Use;

(c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:

(i) makes any assignment for the benefit of creditors,

(ii) is declared bankrupt,

(iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

(iv) disposes of all or substantially all of its assets without the consent of the Landlord, or

(v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and

(d) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

(a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;

(b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and

(c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, together with interest at a rate of 15% per annum from the date of invoice, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REMOVAL AND RESTORATION

15.1 Removal and Restoration. Prior to or upon the expiration of the Term or renewal term, as the case may be, or upon the earlier termination of this Lease (excluding termination pursuant to Paragraph 11.1):

the Tenant shall remove any and all buildings, shelters, structures, alterations and improvements whatsoever constructed upon the Lands and restore the Leased Premises to substantially the same condition that existed prior to the commencement of this Lease;

(a) in the event that the Tenant fails to remove from the Leased Premises, buildings, shelters, structures, alterations and improvements whatsoever the Landlord may take possession and ownership of the Hangar, any buildings, shelters, structures, alterations and improvements without any liability for compensation to the Tenant whatsoever, and without prejudice to the Landlords rights and remedies under this Lease including, without restriction, damages for breach of the Tenant's obligations to remove the Hangar and restore the Lands;

(b) the Tenant agrees that it shall remove all tanks, pipes, apparatus and equipment whether above ground or underground **and undertake an environmental assessment in accordance with the requirements of any provincial laws and regulations to determine whether there is any contamination by any materials as aforesaid, and if so, the Tenant shall restore the soil and underground under the Leased Premises to satisfy the Alberta Government guidelines (or the then current provincial regulations)**, and restore the paving and/or other improvements, as the case may be, as may reasonable be required by the Landlord as a result of such remediation. If the contamination has migrated off-site, the Tenant agrees to indemnify and hold harmless the Landlord with regard to off-site assessment and remediation, including any costs, damages, causes of action, claims or demands which may arise from such contamination and/or the assessment and remediation.

15.2 Removal of Chattels. Within sixty (60) days after the expiration or other termination of this Lease, the Tenant may remove all his chattels and buildings from the Leased Premises, but thereafter the Tenant may not remove or dismantle any chattels or buildings without the prior written consent of the Landlord. If notwithstanding the foregoing, if the Tenant has not removed all the chattels or buildings within sixty (60) days after the expiration or termination of this Lease, the Landlord, at its sole discretion, may declare the said chattels, buildings or parts thereof remaining on the Leased Premises, to be the absolute property of the Landlord. The Landlord may remove or have removed the said chattels, buildings or parts thereof from the Leased Premises and charge all costs of removal thereof to the Tenant, and the cost shall be deemed a debt due, owing and payable by the Tenant to the Landlord forthwith on demand.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Leased Premises is not significantly interrupted or prevented, the Tenant's leasehold interest in the Leased Premises is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Leased Premises. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Leased Premises by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

(b) by fax or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Lease. Notice so served shall be deemed received on the earlier of:

(i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

(ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or

(c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(d) to the Landlord at:

Woodlands County
Box 60
#1 Woodlands Lane
Whitecourt, Alberta T7S 1N3
Attention: Chief Administrative Officer
Fax: (780) 778-8402

(e) to the Tenant at:

OPSMobil
1200 – 815 8th Ave SW
Calgary, AB T2P 3P2
Attention: Accts Payable
Fax: (780) 402 - 2448

or to such other address as each party may from time to time direct in writing.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

16.6 Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Lease or any provisions of this Lease.

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by

DELEGATION(S): **TRIDENT EXPLORATION**

Peter Duncan, Greg Loren and Mark Smith with Trident Exploration were in attendance and provided council with an update for Trident Exploration. Items mentioned included the restructure/finance, operational safety, environmental stewardship, and recent thefts taking place at well sites. All incidents have been filed with the RCMP and Trident is asking that Woodlands County advise staff and peace officer about the issues.

C-15-355-17

MOVED by Councillor Kluin that Council accept the Trident Exploration overview and update as information.

UNANIMOUSLY CARRIED

C-15-356-17

MOVED by Councillor Merrifield that Council direct administration to advise staff about the theft/vandalism issues occurring at Trident Exploration sites and also to place an article in the communicator regarding the problem.

UNANIMOUSLY CARRIED

NEW BUSINESS: **POLICY 3302 – AIRPORT SUBDIVISION LEASING**
Con't

C-15-357-17

MOVED by Councillor Merrifield that Council approve Policy 3302 – Airport Subdivision Leasing and direct administration to add "with exception of Highway Commercial" to paragraph 1.

UNANIMOUSLY CARRIED

REVISED AIRPORT USER FEES – LAND LEASES UPDATE

C-15-358-17

MOVED by Councillor Pritchard that Council approves the revised Schedule of Fees including renaming 7(j) to lot leases and further, directs administration to advertise the lots in the Whitecourt Airport Stage 1, Phase 1 subdivision for lease at $2.75 per square metre per year.

UNANIMOUSLY CARRIED

THIS IS EXHIBIT "8" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

David LeGeyt
Barrister & Solicitor

Kim Mizera

From: Michael Mudie <mudie@shaw.ca>
Sent: Tuesday, December 05, 2017 4:29 PM
To: Kim Mizera; Mike Gauthier
Subject: FW: Aviation Divestiture

From: Michael Rempel [mailto:michael.rempel@opsmobil.com]
Sent: Tuesday, December 05, 2017 4:18 PM
To: Michael Mudie <mudie@shaw.ca>
Subject: Fwd: Aviation Divestiture

See below.

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

---------- Forwarded message ----------
From: **Casey Howell** <casey@thirdeyecapital.com>
Date: Tue, Dec 5, 2017 at 10:13 AM
Subject: RE: Aviation Divestiture
To: Michael Rempel <michael.rempel@opsmobil.com>
Cc: "Arif N. Bhalwani" <arif@thirdeyecapital.com>, Mark Horrox <Mark@thirdeyecapital.com>

Hi Mike,

I did a quick review of the PSA, here are some general comments for consideration. In addition, I will have Stikeman begin drafting our Payout and Consent letter.

- **Schedule A - Included Assets:** As I understand the Term Sheet and the PSA, Ops is purporting to sell all assets of any nature related to "its aerial surveillance and scanning, chemical spraying and local charter business in Alberta and anywhere else in Canada (but excluding the U.S.)". Is the deal that broad? Looks like you are including some intangibles in the sale (licenses, contracts, goodwill, IP, books and records, use of the name "Airborne Energy Solutions"). I understand the major assets will be listed in Schedule A, but that the Schedule is not intended to be exhaustive and also, it is not yet attached to what you sent us, so we obviously need to see that and likely attach (or reference) the same schedule to/in our Consent letter. There are a number of NTDs in the draft that suggest you and Rilpa are still finalizing what is to be included/excluded in the sale. We will need to diligence that list/Schedule before we provide consent, so let us know when a draft is available.

- **Section 2.2** – add a reference in this section to the full and final release of any obligations with respect to such A/P which they are providing you pursuant to 6.4(d).

- **S. 2.3(c) / 2.4 - Statement of Adjustments**: Am not sure the construct/process for the pre-closing SOA works? It is to be provided 7 business days prior to closing from Ops to the Purchaser. That is a very tight timeframe to resolve any disputes, with ultimate recourse to the courts as an arbitrator. There is also a good faith post-closing readjustment provision which is not what I'd call "market". Typically there is a good faith estimate pre-closing and a post-closing adjustment which is subject to resolution by a third-party arbitrator (usually a third party neutral accounting firm). I am not sure how detailed any adjustments could be (and what would be included – ie. what working capital line items might be up for dispute) but we should discuss that construct.

- **S. 4.1(w) Employees**: It's unclear how employees are being handled in the deal. The language in the agreement isn't crystal clear to me, however it looks like liability for all non-transferred employees will remain with Ops (which is customary) however there may be some employees that are to be listed in the Schedule and transferred at Closing and who will become the Purchaser's responsibility. The Rep in (w) should clarify that obligations with respect to such employees may flow to Purchaser under Alberta Employment laws, (of which I am not an expert so those should be considered in Alberta). As well, I know Mark asked for an update on employees, can we get a list of (a) who will be terminated by Ops immediately post-closing and what severance and other obligations may exist in respect to such employees, and (b) which are being transferred to Rilpa?

- **S. 4.1 Covenants included** – the following "reps" in section 4.1 are not reps and for clarity should probably be moved to a "covenants" section:

    - 4.1(o) Post-Closing Operations
    - (p) Aircraft Operating Certificates
    - (dd) Prior to Effective Date
    - Access to Records
    - Non-Competition

- **S. 4.4 Indemnity**: We had thought this was an "as-is / where-is" deal, however it appears you are providing some business reps. The Purchaser's indemnity for any of your breaches of non-fundamental Reps should be capped at a % of the purchase price, with associated deductibles. We suggest 20% for the Cap and perhaps $20,000 for the deductible. Alternatively you can consider scrapping the non-fundamental Reps?

- **S. 6.4 Closing Deliverables**: Our Payout and Consent letter should be specifically listed as a closing deliverable from Ops (however as noted, we will draft it).

- **S. 6.6 Taxes**: There is a robust GST provision, and Purchaser must pay any GST payable, which is customary. Do you guys have an understanding of which assets will be subject to GST. Is GST included in purchase price or is that in excess?

We may have further comments. Regards

THIRDEYE
CAPITAL
Casey Howell | VP Legal
3930 - 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-3435 | F: 416-981-3393
casey@thirdeyecapital.com | www.thirdeyecapital.com

From: Michael Rempel [mailto:michael.rempel@opsmobil.com]
Sent: December-04-17 2:57 PM
To: Casey Howell <casey@thirdeyecapital.com>
Subject: Aviation Divestiture

Casey,

I wanted to keep you in the loop on where we are at and documentation.

There are 3 agreements in total, the most recent drafts of which are attached:

1. PSA

2. Assumption and Assignment Agreement that deals with certain aspects of operations prior to Closing

3. Transition Services Agreement for post-closing operations until business is entirely migrated over to Purchaser.

Matters are progressing well.

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

THIS IS EXHIBIT "9" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Casey Howell <casey@thirdeyecapital.com>
Sent: Monday, March 12, 2018 10:15 AM
To: Michael Mudie
Subject: RE: Closing and Whitecourt

Thanks for this Mike, I don't think we have any issues with your comments.

Hopefully this call will be productive. I called Gowlings to ensure they were joining as I haven't heard anything from them. Darren indicated he would confirm with Irene and respond to the group. Regards

Casey Howell | VP Transactions
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casey@thirdeyecapital.com | www.thirdeyecapital.com

From: Michael Mudie <mudie@shaw.ca>
Sent: March-12-18 10:28 AM
To: 'Catherine Grygar' <CGrygar@stikeman.com>; Casey Howell <casey@thirdeyecapital.com>; 'Meaghan Obee Tower' <MObeeTower@stikeman.com>
Cc: 'Stewart, Irene' <Irene.Stewart@gowlingwlg.com>; 'Taylor, Darren' <darren.taylor@gowlingwlg.com>; 'Kim Mizera' <KimM@rilpa.com>
Subject: RE: Closing and Whitecourt

Please find attached my comments on the draft as it relates to TEC and the No Interest Letter which my client has yet to review. Essentially, the change relates to Gowling being in possession of the executed No Interest Letter on closing (presumably under trust conditions from Stikeman's or TEC to deliver the cash to close as contemplated).

There will be other matters which Irene and I will need to deal with in the trust letter in terms of holdbacks (i.e. disputed adjustments, encroachment agreements, etc), items in the Interim Statement of Adjustments to the credit of Ops which have yet to be paid, etc, which I believe do not require the involvement of the rest of counsel.

Looking forward to discussing this with you further at 12:00 MST today. Txs.

From: Catherine Grygar [mailto:CGrygar@stikeman.com]
Sent: Thursday, March 08, 2018 10:56 AM
To: Casey Howell <casey@thirdeyecapital.com>; Michael Mudie <mudie@shaw.ca>; Meaghan Obee Tower <MObeeTower@stikeman.com>
Cc: 'Stewart, Irene' <Irene.Stewart@gowlingwlg.com>; 'Taylor, Darren' <darren.taylor@gowlingwlg.com>; 'Kim Mizera' <KimM@rilpa.com>
Subject: RE: Closing and Whitecourt

Good Morning – Further to Casey's email below, please find attached our proposed comments to the vendor trust letter to facilitate the transaction closing in consideration of the LTO registration lags unique to Alberta. On review of the attached, you will see that some of the comments are conceptual with NTDs which hopefully provide some informative context to those who do not practice in Alberta and therefore are less familiar with our land registry system. Our goals for the comments were two-fold: (i) to introduce a potential mechanism that would facilitate our discussion over a call, and (ii) to provide the purchaser and vendor parties with a potential framework to work with in moving towards closing.

Subject to your review of the attached and schedule availability, we'd like to propose a call for 12noonMST (2pm EST) on Monday, March 12.

Thanks,

Catherine Grygar

Direct: +1 403 266 9005
Email: cgrygar@stikeman.com

Stikeman Elliott Follow us: LinkedIn / Twitter / stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

4300 Bankers Hall West, 888 - 3rd Street S.W., Calgary, AB T2P 5C5 Canada

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From: Casey Howell [mailto:casey@thirdeyecapital.com]
Sent: Wednesday, March 07, 2018 3:02 PM
To: Michael Mudie; Meaghan Obee Tower; Catherine Grygar
Cc: 'Stewart, Irene'; 'Taylor, Darren'; 'Kim Mizera'
Subject: RE: Closing and Whitecourt

Hi Mike,

Stikeman are making some edits to Gowling's Trust Letter which we hope will alleviate the log jam and clear up a process for closing. They'll provide that letter this week, so can we have the call on Monday? I'm flexible as to timing.
Regards

Casey

THIRDEYE CAPITAL

Casey Howell | VP Transactions
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casey@thirdeyecapital.com | www.thirdeyecapital.com

From: Michael Mudie <mudie@shaw.ca>
Sent: March-07-18 4:59 PM
To: Casey Howell <casey@thirdeyecapital.com>; 'Meaghan Obee Tower' <MObeeTower@stikeman.com>
Cc: 'Stewart, Irene' <Irene.Stewart@gowlingwlg.com>; 'Taylor, Darren' <darren.taylor@gowlingwlg.com>; 'Kim Mizera' <KimM@rilpa.com>
Subject: RE: Closing and Whitecourt

Cc: 'Stewart, Irene' <Irene.Stewart@gowlingwlg.com>; 'Taylor, Darren' <darren.taylor@gowlingwlg.com>; 'Kim Mizera' <KimM@rilpa.com>
Subject: RE: Closing and Whitecourt

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Subject to your review of the attached and schedule availability, we'd like to propose a call for 12noonMST (2pm EST) on Monday, March 12.

Thanks,

Catherine Grygar

Direct: +1 403 266 9005
Email: cgrygar@stikeman.com

Stikeman Elliott

Follow us: LinkedIn / Twitter / stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

4300 Bankers Hall West, 888 - 3rd Street S.W., Calgary, AB T2P 5C5 Canada

---

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To: Michael Mudie; Meaghan Obee Tower; Catherine Grygar
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Regards

Casey

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From: Michael Mudie <mudie@shaw.ca>
Sent: March-07-18 4:59 PM

To: Casey Howell <casey@thirdeyecapital.com>; 'Meaghan Obee Tower' <MObeeTower@stikeman.com>
Cc: 'Stewart, Irene' <Irene.Stewart@gowlingwlg.com>; 'Taylor, Darren' <darren.taylor@gowlingwlg.com>; 'Kim Mizera' <KimM@rilpa.com>
Subject: RE: Closing and Whitecourt

Casey and all,

Is it possible for all of us to have a discussion regarding the trust conditions to close this transaction? Say at 10 my time tomorrow, or on Monday??

From: Casey Howell [mailto:casey@thirdeyecapital.com]
Sent: Wednesday, February 28, 2018 7:53 AM
To: Michael Mudie <mudie@shaw.ca>
Subject: Closing and Whitecourt

Hi Mike,

I have a call with Stikeman at 11am EST today to hopefully resolve a process for closing that works for everyone.

Let me know how / what you hear from Whitecourt at all today and hopefully we can get some clarity on the closing process. Regards

Casey

THIRDEYE
CAPITAL

Casey Howell | VP Transactions
3930 - 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-3435 | F: 416-981-3393
casey@thirdeyecapital.com | www.thirdeyecapital.com

THIS IS EXHIBIT "10" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

David LeGeyt
Barrister & Solicitor

GOWLING WLG

April ●, 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: ● (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 April ___, 2018 from OI to AES transferring to AES aircraft C-FIGL, executed by OI;

2. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-FZHG, executed by OI;

3. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-GAEN, executed by OI;

4. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-GDHR, executed by OI;

5. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-GFXS, executed by OI;

6. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-GFYK, executed by OI;

7. Bill of sale dated April ___, 2018 from OI to AES transferring to AES aircraft C-FZGP, executed by OI;

8. Bill of sale dated April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 2018 between OGI, OI, OES and AES, executed by OGI, OI and OES;

14. Non-competition agreement made April ___, 2018 between OGI, OI and OES, Ryan Tobber ("**RT**"), Roch Dallaire, Gemini Heli Ltd. and AES, executed by OGI, OI, OES and RT;

15. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

16. Irrevocable assignment and direction to pay dated April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

17. Irrevocable assignment and direction to pay dated April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

18. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

19. Irrevocable assignment and direction to pay dated April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

20. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

21. Irrevocable assignment and direction to pay dated April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

22. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

23. Irrevocable assignment and direction to pay dated April___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

24. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

25. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Pembina Pipeline, executed by OI;

26. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

27. Irrevocable assignment and direction to pay dated April___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

28. Irrevocable assignment and direction to pay dated April ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

29. Irrevocable direction to pay dated April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

30. Irrevocable direction to pay dated April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

31. Irrevocable direction to pay dated April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

32. Irrevocable direction to pay dated April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

33. Irrevocable direction to pay dated April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

34. Irrevocable direction to pay dated April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

35. Irrevocable direction to pay dated April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

36. Irrevocable direction to pay dated April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

37. Irrevocable direction to pay dated April ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

38. Irrevocable direction to pay dated April ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

39. Irrevocable direction to pay dated April ___, 2018 by OI to Pembina Pipeline, executed by OI;

40. Irrevocable direction to pay dated April ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

41. Irrevocable direction to pay dated April ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

42. Irrevocable direction to pay dated April ___, 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 April ___, 2018, executed by OGI, OI and OES;

48. Assignment and assumption agreement made April ___, 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 April ___, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 April ___, 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 Ryan Tobber Re: Canada Revenue Agency;

64. Confirmation Notice to Rocky Mountain House Airport Commission;

65. Surrender and Termination of Lease dated April ___, 2018 duly executed by OI in respect to between with respect to Plan 0022432, Block 2, Lots 2-4, Plan 0022432, Block 3, Lot 2;

66. Surrender and Termination of Lease dated April __, 2018 duly executed by OGI in respect to Plan 0022432, Block 1, Lots 2-3;

67. Consent to Surrender of Leases dated April __, 2018 duly executed by TEC;

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 indicated thereon;

69. Original Real Property Report with respect to the Rocky Mountain House Facility with Certificate of Compliance;

70. Original Real Property Report with respect to the Villeneuve Facility with Certificate of Compliance;

71. Undertaking of OGI, OI and OES to provide completed environmental reports and verified remediation of any environmental damage to be rectified Re: Whitecourt Leases, Rocky Mountain House Lease and Villeneuve Lease;

72. Assignment of Choses in Action dated April __, 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; and

74. Statutory Declaration of Ryan Tobber deposed April ___, 2018 Re: Unpaids.

B. ADDITIONAL CLOSING DOCUMENTS

We also enclose a copy of the following:

1. an unsigned copy of the letter (the "**No Interest Letter**") dated April ___, 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 Trust Condition #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; and

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.

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 $1,059,339.00, representing the balance due on closing, as shown on the interim statement of adjustments, less the Environmental Holdback, less the Unpaids Holdback and less the Encroachment Holdback detailed below (the "**Cash to Close**"), 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) you will confirm in writing that you hold in your trust account the sum of $475,000.00 representing the total of following amounts, to be separately released and disbursed as set forth below, as follows:

        (i) Environmental Holdback: The sum of $250,000.00 representing the holdback amount (the "Environmental Holdback") for delivery of all required environmental reports and performance of any environmental remediation work by our client as recommended and opined by Matrix Solutions Inc. ("Matrix") in respect of the

Whitecourt Facility, Rocky Mountain House Facility and Villeneuve Facility (collectively, the "Facilities") to be released as follows:

(A) you shall pay the Environmental Holdback to our office forthwith provided that on or before June 30, 2018 your office has been provided and unconditionally delivered with the following, namely:

(aa) receipt of 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 of Leases duly executed by our client and Consent of TEC, both enclosed with this letter, have been unconditionally accepted by the County;

(bb) written unconditional confirmation from the County that the new leases between your client and the County are in full force and effect; and

(cc) delivery to your client of completed environmental reports from Matrix addressed to your client and reasonably satisfactory to your client for its use in respect of establishing a clean environmental baseline condition for the Facilities in respect of your client's new leases.

(B) in the event the documentation set forth in paragraph 1(b)(i)(A) above is not delivered on or before June 30, 2018, then the Environmental Holdback shall be forthwith released to your client, without restricting your client's legal rights and remedies, as a partial genuine pre-estimate of its damages and not as a penalty; and

(C) At all times our client shall continuously and diligently seek delivery of such 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 such 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 work on behalf of our client, without restricting your client's legal rights and remedies.

[NTD: Need to have Matrix first confirm in writing to AES the scope of their work, independent reporting/recommendation responsibilities and agreement to provide reports for use by AES as stated above]

(ii) Unpaids Holdback: The sum of $150,000.00 representing the holdback amount for unpaid adjustments credited to the vendor in the Interim Statement of Adjustments (the "ISOA") and certain unpaid shared operational expenses owed by our client which may adversely affect your client's operation of the business. The monies identified in Schedule "C" attached hereto for each unpaid item shall be forthwith respectively released and paid by your office to such identified unpaid vendor or person, with the balance of monies retained in trust pending determination that there are no additional unpaid items errantly missed for which our client is responsible for payment, settled upon the earlier of:

(A) you receiving written instructions from both of our clients as to the disposition and release of the balance of such monies, in whole or in part; or

(B) the determination of, and in conjunction with, the Final Statement of Adjustments in accordance with Section 2.4 of the PSA. We confirm that the date set forth in Section 2.4 of the PSA has been extended by agreement of our respective clients to ninety (90) days from Closing.

(iii) Encroachments: The sum of $75,000.00 representing the holdback amount for the encroachments (the "Encroachment Holdback") in respect of the Whitecourt Facility as identified and collectively marked in Schedule D hereto (the "Encroachments"). The Encroachment Holdback shall be held in trust and released on the following conditions, namely:

(A) Upon unconditional delivery to your office on or before May 15, 2018 of satisfactory encroachment agreements duly executed by the respective adjoining landowners in favour of your client permitting such Encroachments to remain in their present location and undisturbed indefinitely while such encroaching structures remain in existence, you shall forward to our office for unconditional release to our client the Encroachment Holdback; and

(B) In the event that on or before May 15, 2018 such encroachment agreements are not delivered to your office for unconditional release and use by your client, then you shall unconditionally release the Encroachment Holdback to your client, without restricting your client's legal rights and remedies, as a partial pre-estimate of its damages and not as a penalty.

(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 April ___, 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 #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 Nos. 842 136 831, 972 135 294 and 132 350 177; and

(b) the Non-Permitted Encumbrances currently registered against title to the Lands as Registration Number(s) 132 094 437, 132 113 504, 162 040 199 and 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 of 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 #1 and #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 April ●, 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 #1, #2 and #4 (inclusive) the writer hereby undertakes to forthwith:

(a) register or cause to be registered 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) register or cause to be registered 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.]**; and

(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;

(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

SCHEDULE B
UNDERTAKING OF STIKEMAN ELLIOTT LLP

THIS IS EXHIBIT "11" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent: Tuesday, April 24, 2018 10:05 AM
To: Michael Mudie
Subject: FW: Airborne - Trust Letter

Hi Mike,

Please see below email from Casey Howell.

I would appreciate if you could respond directly to Casey regarding your client's position with respect to the pay out of the environmental and encroachment holdbacks which Casey appears to state should be paid out on June 30, 2018 and May 15, 2018 respectively whether or not the conditions relating to the same have been satisfied.

Thanks,

Irene

Irene Stewart
Partner

Gowling WLG (Canada) LLP
T +1 604 891 2270
F +1 604 443 5639
E irene.stewart@gowlingwlg.com

From: Casey Howell [mailto:casey@thirdeyecapital.com]
Sent: April-23-18 2:51 PM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>; Ryan Tobber <ryan.tobber@opsmobil.com>
Cc: Mark Horrox <Mark@thirdeyecapital.com>
Subject: RE: Airborne - Trust Letter

Hi Irene/Ryan,

Mark and I have looked at the mechanic on the various holdbacks (total of $475k) proposed for the Rilpa deal. I suggest we aim to speak as the structure is not what we had expected.

- **Environmental** ($275k) – there is significant discretion in Rilpa's favour which could impede this $275k being paid to us on June 30.
- **Unpaid Holdback** ($150k) – do you know the amount of expenses which Rilpa is going to pay on Ops's behalf?
- **Encroachments** ($75k) – Likewise there is significant discretion in Rilpa's favour regarding this $75k payment being paid on or before May 15.

We had expected that the default position/result at the end of each of these timeframes, particularly with respect to Enviro and Encroachments, was that the money would flow to us at the expiration of the applicable timelines for each basket. In the construct you've proposed there is a great deal of discretion in Rilpa's favour to approve a further disbursement of those escrowed funds. Regards

Casey

THIRDEYE
CAPITAL

Casey Howell | VP Transactions
3930 - 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-3435 | F: 416-981-3393
casey@thirdeyecapital.com | www.thirdeyecapital.com

From: Willis, Susan <Susan.Willis@gowlingwlg.com> **On Behalf Of** Stewart, Irene
Sent: April-19-18 7:06 PM
To: Casey Howell <casey@thirdeyecapital.com>
Cc: Ryan Tobber <ryan.tobber@opsmobil.com>; Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Subject: Airborne - Trust Letter

Hi Casey,

We have made the requested change to paragraph 1(b)(i)(a) of Section C on page 8 of the attached letter.

Kind regards,

Irene Stewart
Partner

GOWLING WLG

T +1 604 891 2270
F +1 604 443 5639
E irene.stewart@gowlingwlg.com

Gowling WLG (Canada) LLP
550 Burrard Street, Suite 2300, Bentall 5
Vancouver, BC V6C 2B5 Canada

gowlingwlg.com

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7496 / Virus Database: 4793/15598 - Release Date: 04/24/18

THIS IS EXHIBIT "12" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Casey Howell <casey@thirdeyecapital.com>
Sent: Wednesday, May 09, 2018 3:28 PM
To: Michael Mudie
Subject: Ops deal

Michael – thanks for the call, that helped. I spoke to Mark and passed on a summary of our call, including your client's positions on the matters we discussed.

Mark is going to reach out to Kim directly with an offer that hopefully we can settle and allow you/Ops to move to closing. Regards

Casey

THIRD EYE
CAPITAL

Casey Howell | VP Transactions
3930 - 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-3435 | F: 416-981-3393
casey@thirdeyecapital.com | www.thirdeyecapital.com

THIS IS EXHIBIT "13" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From:	Kim Mizera <KimM@rilpa.com>
Sent:	Thursday, August 02, 2018 8:09 PM
To:	David LeGeyt
Cc:	April Cuncannon
Subject:	FW: Trust Letter 11
Attachments:	image001.png; image002.png; image003.png; image004.png; image005.png; image006.png; Airborne - LTR M. Mudie enclosing docs on trust conditions-VAN_LAW-2577879-v13.doc; Airborne - Blackline (v13-v12) - LTR M. Mudie enclosing docs on trust conditions-VAN_LAW-2681420-v1.pdf

#11

Kim Mizera

AIRBORNE
ENERGY SOLUTIONS

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Tue, May 29, 2018 at 2:18 PM
Subject: Fwd: Trust Letter
To: Casey Howell <casey@thirdeyecapital.com>, Mark Horrox <mark@thirdeyecapital.com>
Cc: lisa. winfield <lisa.winfield@opsmobil.com>

Guys,

Here is the final trust letter for review. We have two dates to close; tomorrow afternoon or June 4 otherwise AES folks will be gone for 3 weeks. The following items need to be done for closing:

- TEC releases
- TEC review of trust letter, ISOA, unpaids
- Payment of unpaids
- Payment to Matrix to get confirmation of the environment letter and scheduling of phase II reports

Please advise on the closing date preference.

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: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Date: Tue, May 29, 2018 at 1:33 PM
Subject: Trust Letter
To: Michael Mudie <mudie@shaw.ca>, Mike Gauthier <MikeG@rilpa.com>, Kim Mizera <KimM@rilpa.com>, Ryan Tobber <ryan.tobber@opsmobil.com>, Matt Braaten <matt.braaten@opsmobil.com>, lisa. winfield <lisa.winfield@opsmobil.com>
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>

All,

We attach the further revised trust letter together with a blackline showing the changes made thereto.

Kind regards,

Irene Stewart
Partner

Error! Filename not specified.

T +1 604 891 2270
F +1 604 443 5639

E irene.stewart@gowlingwlg.com

Gowling WLG (Canada) LLP
550 Burrard Street, Suite 2300, Bentall 5
Vancouver, BC V6C 2B5 Canada

Error! Filename not specified. **Error! Filename not specified.** **Error! Filename not specified.** **Error! Filename not specified.** **Error! Filename not specified.**

gowlingwlg.com

THIS IS EXHIBIT "14" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

David LeGeyt
Barrister & Solicitor

Municipal Office
Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3
Telephone: (780) 778-8400
Facsimile: (780) 778-8402
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Website: www.woodlands.ab.ca

WOODLANDS COUNTY

Regional Municipal Office
P.O. Box 33
Fort Assiniboine, AB T0G 1A0
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Facsimile: (780) 584-3988
Toll Free: 1-866-584-3866
E-mail: ftadmin@woodlands.ab.ca
Website: www.woodlands.ab.ca

MARCH 15, 2018

OPS MOBIL INC.
SUITE 1200, 818-8 AVENUE SW
CALGARY, AB T7S 3P2

sent via email: lisa.winfield@opsmobil.com
kori@donwilsonsurveys.com
darren.taylor@gowlingwlg.com
irene.stewart@gowlingwlg.com

Roll#3099895 Your File: 18003

RE: COMPLIANCE LETTER
Pt. OF SE 31-59-12 W5M, PLAN 002 2432, BLK 1, LOT 2

With reference to an Alberta Land Surveyors Real Property Report dated, January 19, 2018, please be advised that the above noted property is districted LC – Limited Commercial District. The sea cans and mobile office comply with the uses and the setbacks of the Woodlands County Land Use Bylaw 490/17. The placement of the tarp shed does not meet the current Land Use Bylaw setbacks, as the tarp shed is encroaching on the county road and will need to be removed from the road in order to comply. Any future development regarding the tarp shed must comply with the requirements of the current Land Use Bylaw.

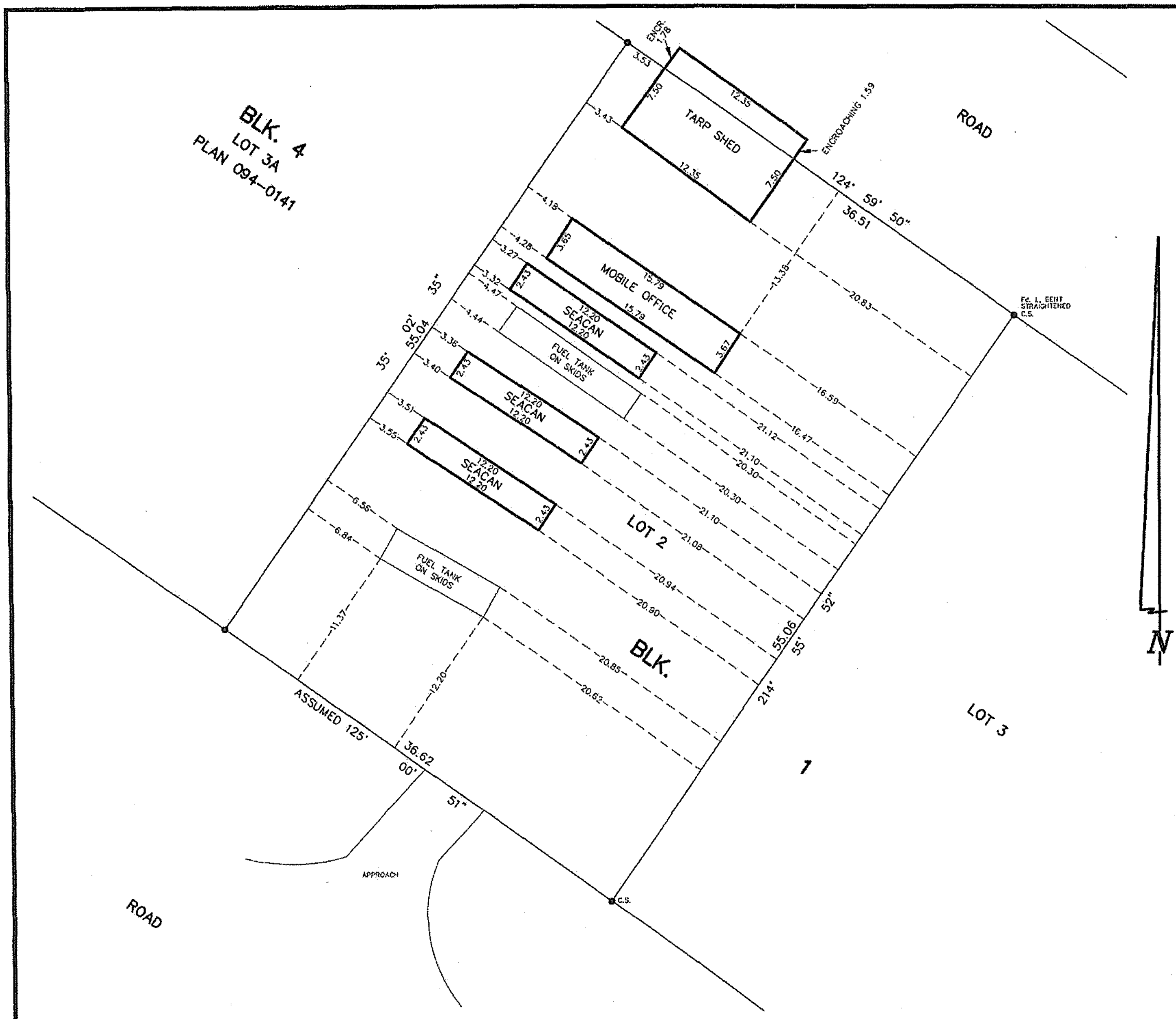
Woodlands County assumes no responsibility or liability for any inaccuracy, mistake or error of law or fact set forth in this certificate which arises from the information supplied by or on behalf of the applicant.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

Regards,

JSunderman

Jennifer Sunderman
Development Officer



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 2, BLOCK 1, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018
TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +1

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT TARP SHED)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT ______)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT ______)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE.

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT.
THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.
THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.
USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P079
DON WILSON SURVEYS

DON WILSON, A.L.S.

NOTES:
STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND IRON BAR SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.
STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
BUILDINGS UNDER 100 ft² MAY NOT BE SHOWN
FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.
EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S. DENOTES COUNTERSUNK
ENCR. DENOTES ENCROACHING

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 – 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120
BARRHEAD, ALBERTA T7N 1A1
PHONE (780) 674-2287
FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:300 OUR FILE No. 18003-1-2

Municipal Office
Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3
Telephone: (780) 778-8400
Facsimile: (780) 778-8402
Toll Free: 1-888-870-6315
E-mail: admin@woodlands.ab.ca
Website: www.woodlands.ab.ca

WOODLANDS COUNTY

Regional Municipal Office
P.O. Box 33
Fort Assiniboine, AB T0G 1A0
Telephone: (780) 584-3866
Facsimile: (780) 584-3988
Toll Free: 1-866-584-3866
E-mail: fladmin@woodlands.ab.ca
Website: www.woodlands.ab.ca

March 15, 2018

OPS MOBIL INC.
SUITE 1200 818 8 AVENUE SW
CALGARY AB T2P 3P2

Roll# 3099896

RE: REQUEST FOR COMPLIANCE: pt. SE 31-59-12-W5M
PLAN 002-2432 BLOCK 1 LOT 3

With reference to an Alberta Land Surveyors Real Property Report dated, January 19, 2018, please be advised that the above noted property is districted LC – Limited Commercial District. The use of the parcel complies with the requirements and uses of Woodlands County Land Use Bylaw #490/17.

Woodlands County assumes no responsibility or liability for any inaccuracy, mistake or error of law or fact set forth in this certificate which arises from the information supplied by or on behalf of the applicant.

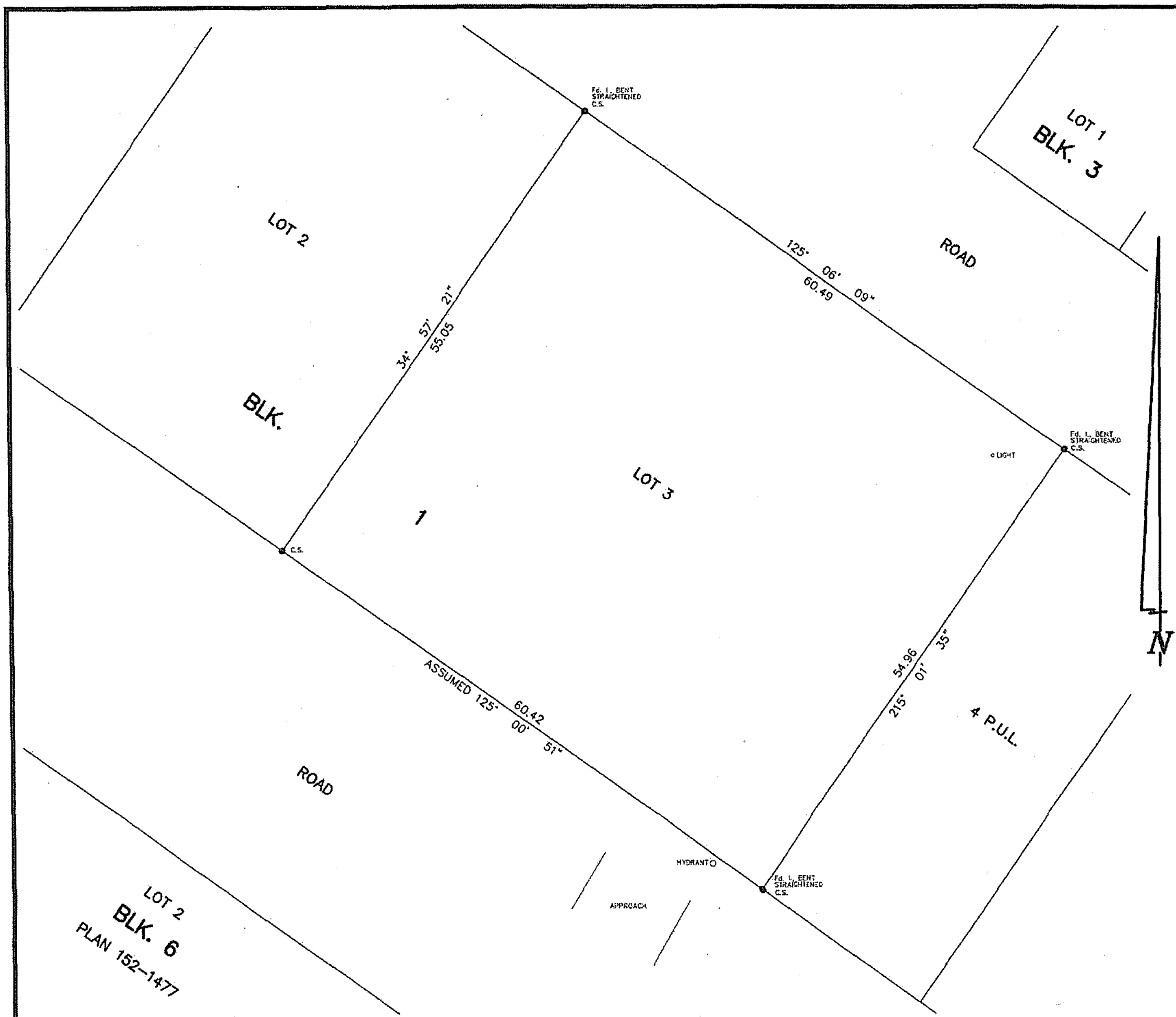
If you have any questions or concerns, please do not hesitate to contact the undersigned.

Regards,

JSunderman

Jennifer Sunderman
Development Officer

Attachment



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 3, BLOCK 1, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018
TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +2

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT ______________________)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT ______________________)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT ______________________)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE .

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.

THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.

USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P079
DON WILSON SURVEYS

DON WILSON, A.L.S.

NOTES:

STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND IRON BAR SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
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STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
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EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S. DENOTE COUNTERSUNK

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 – 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120
BARRHEAD, ALBERTA T7N 1A1
PHONE (780) 674-2287
FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:400 OUR FILE No. 18003-1-3

Municipal Office
Box 60, #1 Woodlands Lane
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Telephone: (780) 778-8400
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WOODLANDS COUNTY

Regional Municipal Office
P.O. Box 33
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Telephone: (780) 584-3866
Facsimile: (780) 584-3988
Toll Free: 1-866-584-3866
E-mail: ftadmin@woodlands.ab.ca
Website: www.woodlands.ab.ca

MARCH 15, 2018

OPS MOBIL INC.
SUITE 1200, 818-8 AVENUE SW
CALGARY, AB T7S 3P2

sent via email: lisa.winfield@opsmobil.com
kori@donwilsonsurveys.com
darren.taylor@gowlingwlg.com
irene.stewart@gowlingwlg.com

Roll#3099898 & 3099897
Your File: 18003

RE: COMPLIANCE LETTER
Pt. OF SE 31-59-12 W5M, PLAN 002 2432, BLK 1, LOT 5 & Lot 4 P.U.L.

With reference to an Alberta Land Surveyors Real Property Report dated, January 19, 2018, please be advised that the above noted property is districted LC – Limited Commercial District. The placement of the shop does not meet the current Land Use Bylaw 490/17 setbacks, as the shop is situated on two parcels and will need to be removed from Lot 4 in order to comply. Any future development regarding the shop must comply with the requirements of the current Land Use Bylaw.

The house and the garage comply with the uses of the Woodlands County Land Use Bylaw 490/17. The placement of the house does not meet the current Land Use Bylaw setbacks; however the house was constructed prior to the adoption of the current land use bylaw based on the age of the building which classifies it as a ** "legal non-conforming" building. Any future development regarding the house must comply with the requirements of the current Land Use Bylaw.

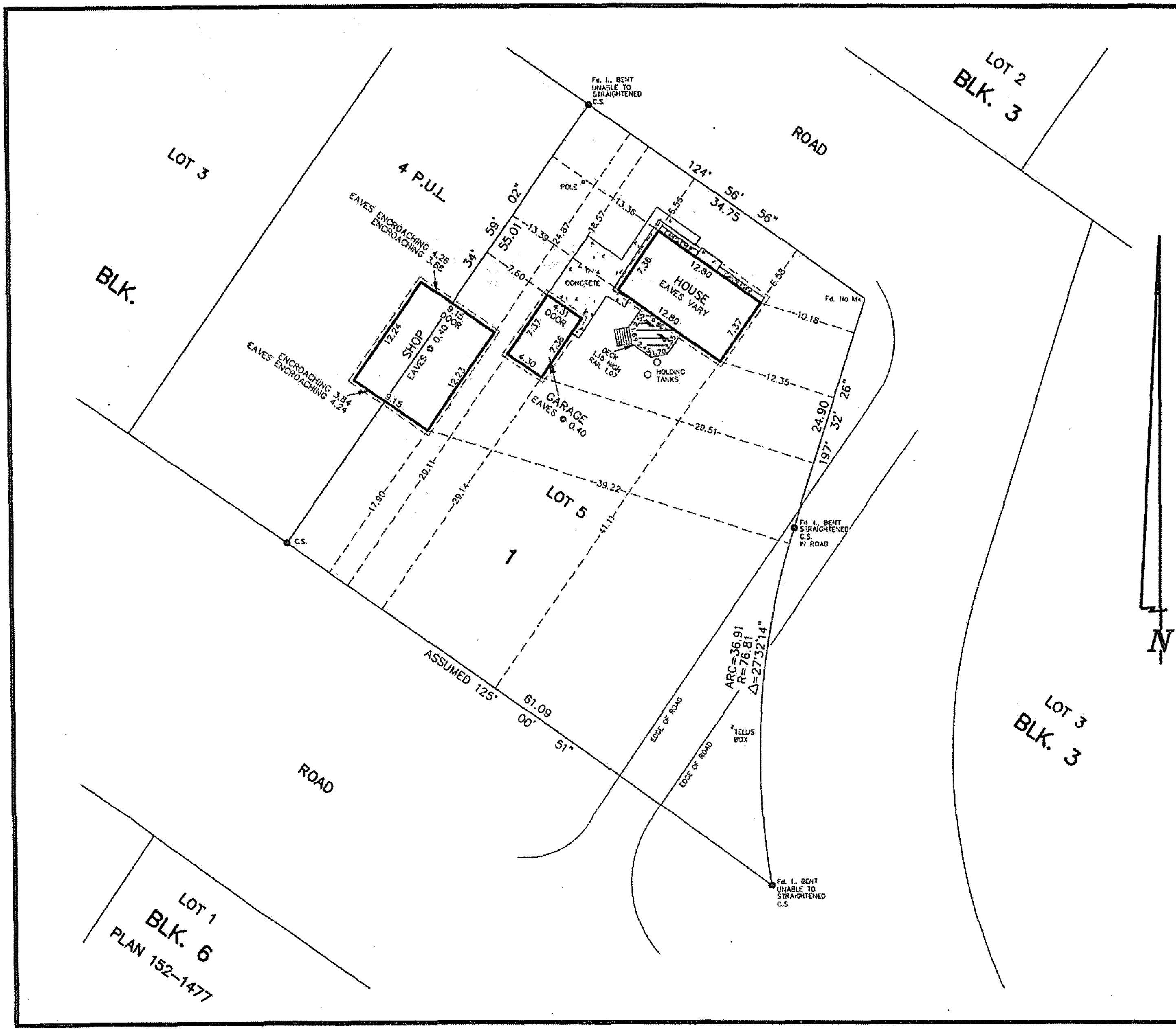
Woodlands County assumes no responsibility or liability for any inaccuracy, mistake or error of law or fact set forth in this certificate which arises from the information supplied by or on behalf of the applicant.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

Regards,

JSunderman
Jennifer Sunderman
Development Officer

**"Legal Non-Conforming" - (I) that is lawfully constructed or lawfully under construction at the date a land use bylaw affecting the building or the land on which the building is situated becomes effective, and
(II) that on the date the land use bylaw becomes effective does not, or when constructed will not, comply with the land use bylaw.



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 5, BLOCK 1, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018
TITLE SEARCHED: 08/01/2018 TITLE NO. 132 094 436

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY. (EXCEPT SHOP)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY. (EXCEPT ROAD)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY. (EXCEPT)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294, 132 350 177, 162 040 200)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE.

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.

THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.

USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P079
DON WILSON SURVEYS

DON WILSON, A.L.S.

NOTES:

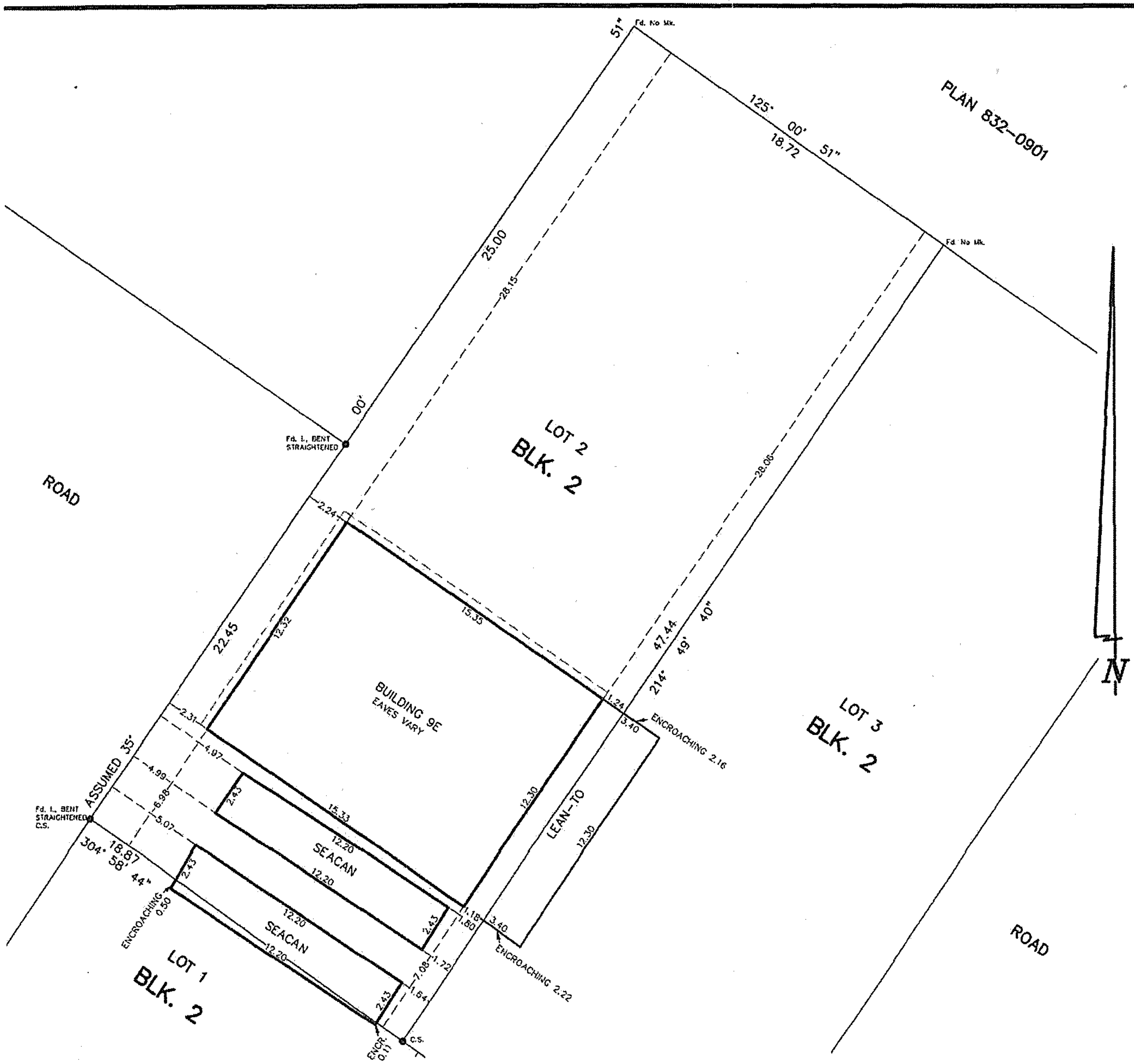
STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND IRON BAR SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.
STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
BUILDINGS UNDER 100 ft² MAY NOT BE SHOWN
FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.
EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S. DENOTES COUNTERSUNK

OWNER'S NAME: OPSMOBIL GROUP INC.

CLIENT: OPSMOBIL INC. SUITE 1200, 815 - 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120
BARRHEAD, ALBERTA T7N 1A1
PHONE (780) 674-2287
FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:400 OUR FILE No. 18003-1-5



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 2, BLOCK 2, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018

TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +17

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT,

I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT SEACAN, LEAN-TO)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT ________)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT ________)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE .

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.

THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.

USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P079 DON WILSON SURVEYS

DON WILSON, A.L.S.

NOTES:

STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS

FOUND NAIL SHOWN THUS

FENCE LINES SHOWN THUS

DISTANCES ARE IN METRES AND DECIMALS THEREOF

DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.

ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.

STAGE OF CONSTRUCTION: COMPLETE

PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING

BUILDINGS UNDER 100 ft^2 MAY NOT BE SHOWN

FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.

EAVES DIMENSIONED TO THE LINE OF THE FASCIA.

Fd.No Mk. DENOTES FOUND NO MARK

Mp. DENOTES MARKER POST

ENCR. ENCROACHING

C.S. DENOTES COUNTERSUNK

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 - 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.

BOX 4120 PHONE (780) 674-2287

BARRHEAD, ALBERTA T7N 1A1 FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:200 OUR FILE No. 18003-2-2

Municipal Office
Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3
Telephone: (780) 778-8400
Facsimile: (780) 778-8402
Toll Free: 1-888-870-6315
E-mail: admin@woodlands.ab.ca
Website: www.woodlands.ab.ca

WOODLANDS COUNTY

Regional Municipal Office
P.O. Box 33
Fort Assiniboine, AB T0G 1A0
Telephone: (780) 584-3866
Facsimile: (780) 584-3988
Toll Free: 1-866-584-3866
E-mail: fadmin@woodlands.ab.ca
Website: www.woodlands.ab.ca

MARCH 15, 2018

OPS MOBIL INC.
SUITE 1200, 818-8 AVENUE SW
CALGARY, AB T7S 3P2

sent via email: lisa.winfield@opsmobil.com
kori@donwilsonsurveys.com
darren.taylor@gowlingwlg.com
irene.stewart@gowlingwlg.com

Roll#204627 Your File: 18003

RE: COMPLIANCE LETTER
Pt. OF SE 31-59-12 W5M, PLAN 002 2432, BLK 2, LOT 3

With reference to an Alberta Land Surveyors Real Property Report dated, January 19, 2018, please be advised that the above noted property is districted LC – Limited Commercial District. The building complies with the uses of the Woodlands County Land Use Bylaw 490/17. The placement of the building does not meet the current Land Use Bylaw setbacks; however the building was constructed prior to the adoption of the current land use bylaw based on the age of the building which classifies it as a ** "legal non-conforming" building. Any future development regarding the building must comply with the requirements of the current Land Use Bylaw.

The sea can comply with the uses of the Woodlands County Land Use Bylaw 490/17. The placement of the sea can does not meet the current Land Use Bylaw setbacks and will need to be removed from Lot 3, as the sea can won't be able to meet the current setbacks.

Woodlands County assumes no responsibility or liability for any inaccuracy, mistake or error of law or fact set forth in this certificate which arises from the information supplied by or on behalf of the applicant.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

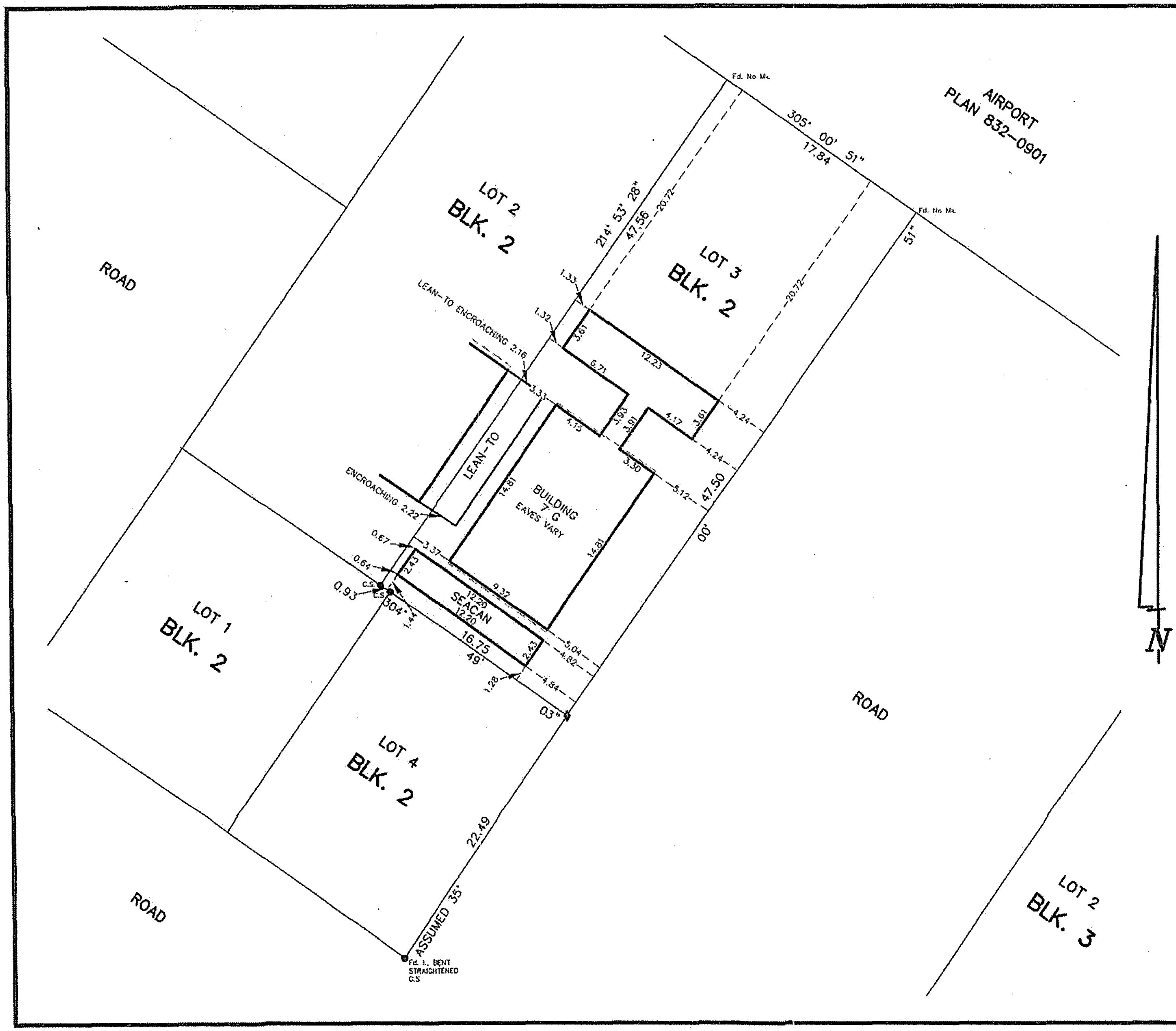
Regards,

JSunderman

Jennifer Sunderman
Development Officer

**"Legal Non-Conforming" - (I) that is lawfully constructed or lawfully under construction at the date a land use bylaw affecting the building or the land on which the building is situated becomes effective, and

(II) that on the date the land use bylaw becomes effective does not, or when constructed will not, comply with the land use bylaw.



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 3, BLOCK 2, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018
TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +18

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT ________)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT LEAN-TO)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT ________)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE.

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.

THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.
USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P079
DON WILSON SURVEYS

DON WILSON, A.L.S.

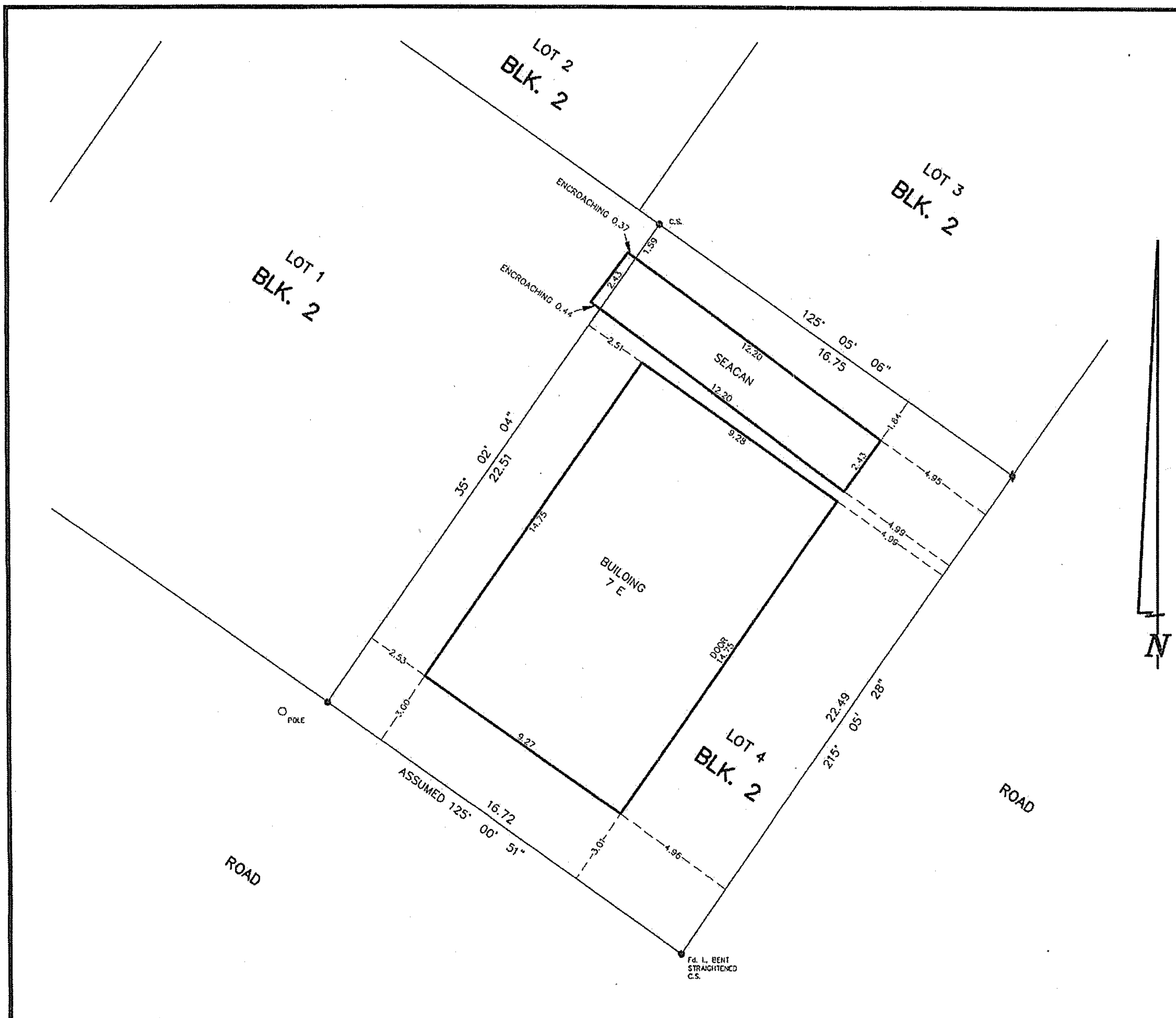
NOTES:
STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND NAIL SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.
STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
BUILDINGS UNDER 100 ft^2 MAY NOT BE SHOWN
FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.
EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S. COUNTERSUNK

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 – 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120
BARRHEAD, ALBERTA T7N 1A1
PHONE (780) 674-2287
FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:300 OUR FILE No. 18003-2-3



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 4, BLOCK 2, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018

TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +5

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT SEACAN)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE.

COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN. UNLESS SHOWN OTHERWISE, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE ATTACHED PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARIES BECAUSE OF THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER.

THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY. USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P079
DON WILSON SURVEYS

DON WILSON, A.L.S.

NOTES:

STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND NAIL SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.
STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
BUILDINGS UNDER 100 ft^2 MAY NOT BE SHOWN
FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.
EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S.DENOTES COUNTERSUNK

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 - 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120
BARRHEAD, ALBERTA T7N 1A1
PHONE (780) 674-2287
FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:150 OUR FILE No. 18003-2-4

Municipal Office
Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3
Telephone: (780) 778-8400
Facsimile: (780) 778-8402
Toll Free: 1-888-870-6315
E-mail: admin@woodlands.ab.ca
Website: www.woodlands.ab.ca

WOODLANDS COUNTY

Regional Municipal Office
P.O. Box 33
Fort Assiniboine, AB T0G 1A0
Telephone: (780) 584-3866
Facsimile: (780) 584-3988
Toll Free: 1-866-584-3866
E-mail: fadmin@woodlands.ab.ca
Website: www.woodlands.ab.ca

MARCH 15, 2018

OPS MOBIL INC.
SUITE 1200, 818-8 AVENUE SW
CALGARY, AB T7S 3P2

sent via email: lisa.winfield@opsmobil.com
kori@donwilsonsurveys.com
darren.taylor@gowlingwlg.com
irene.stewart@gowlingwlg.com

Roll#204630 Your File: 18003

RE: COMPLIANCE LETTER
Pt. OF SE 31-59-12 W5M, PLAN 002 2432, BLK 3, LOT 2

With reference to an Alberta Land Surveyors Real Property Report dated, January 19, 2018, please be advised that the above noted property is districted LC – Limited Commercial District. The hangar, building, garage and sea cans comply with the uses of the Woodlands County Land Use Bylaw 490/17. The placement of the garage and sea cans, to the west of the hangar, meets the current Land Use Bylaw setbacks. The placement of the hangar and the building do not meet the current Land Use Bylaw setbacks; however the hangar and building were constructed prior to the adoption of the current land use bylaw based on the age of the hangar and building which classifies it as a ** "legal non-conforming" building. Any future development regarding the hangar and building must comply with the requirements of the current Land Use Bylaw.

The sea cans comply with the uses of the Woodlands County Land Use Bylaw 490/17. The placement of the sea cans in front of the hangar does not meet the current Land Use Bylaw setbacks and will need to be moved in order to meet the current setbacks.

Woodlands County assumes no responsibility or liability for any inaccuracy, mistake or error of law or fact set forth in this certificate which arises from the information supplied by or on behalf of the applicant.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

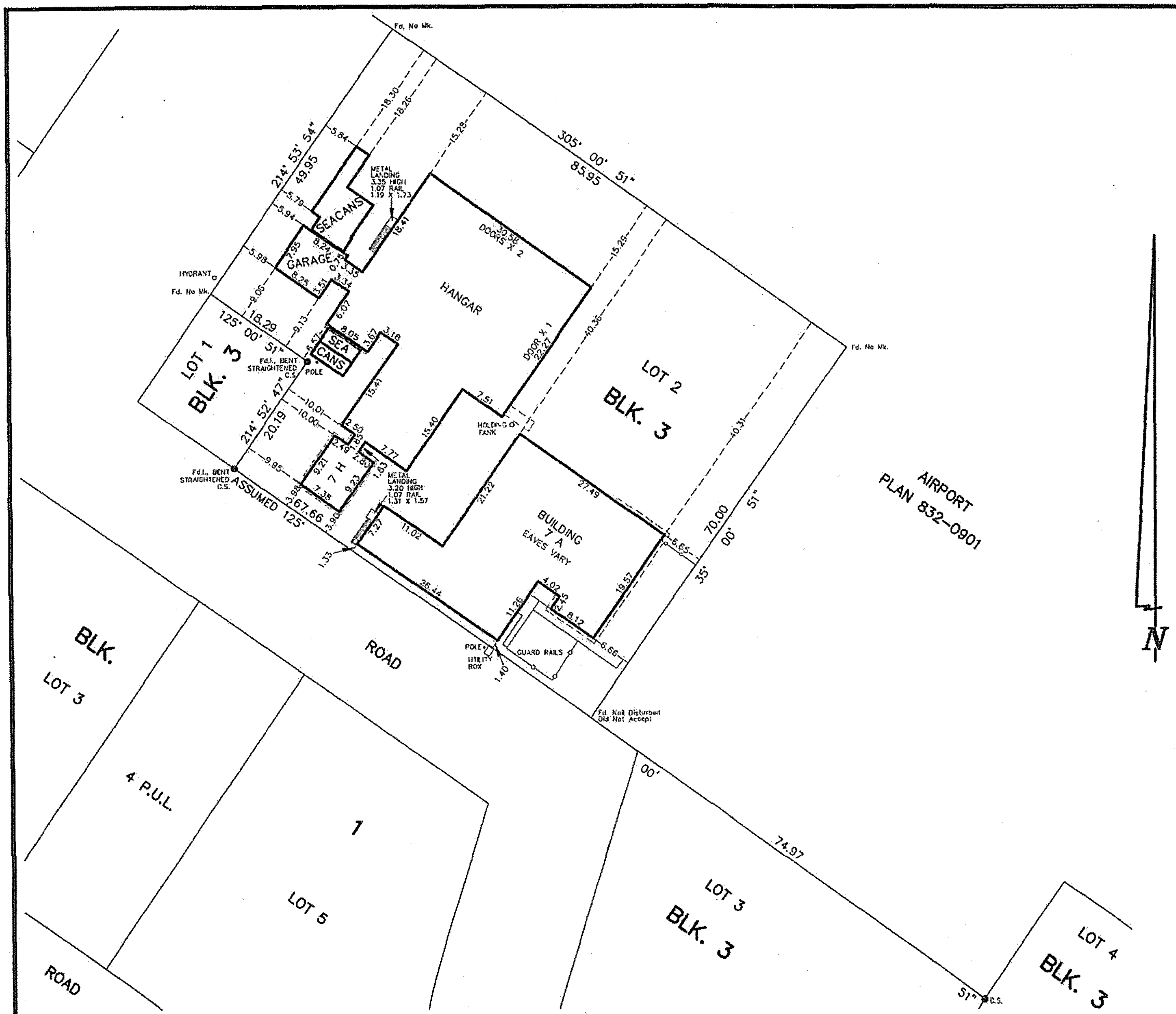
Regards,

JSunderman

Jennifer Sunderman
Development Officer

**"Legal Non-Conforming" - (I) that is lawfully constructed or lawfully under construction at the date a land use bylaw affecting the building or the land on which the building is situated becomes effective, and

(II) that on the date the land use bylaw becomes effective does not, or when constructed will not, comply with the land use bylaw.



ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT

LOT 2, BLOCK 3, PLAN 002-2432
WHITECOURT AIRPORT
WOODLANDS COUNTY

SURVEY COMPLETED: JANUARY 16th, 2018
TITLE SEARCHED: 08/01/2018 TITLE NO. 002 181 304 +19

CERTIFICATION: I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY, WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE AND SUPPLEMENTS THERETO. ACCORDINGLY, WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT, I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 8.5 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, AND REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY, (EXCEPT __________)
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY, (EXCEPT __________)
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY, (EXCEPT __________)
5. NO BLANKET EASEMENTS OR RIGHTS-OF-WAY EXIST (EXCEPT 842 136 831, 972 135 294)

PURPOSE: THIS REPORT HAS BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE.

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THE INFORMATION SHOWN ON THIS REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.
USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS

DATED AT BARRHEAD, ALBERTA, JANUARY 19, 2018

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P079 DON WILSON SURVEYS

DON WILSON, A.L.S.

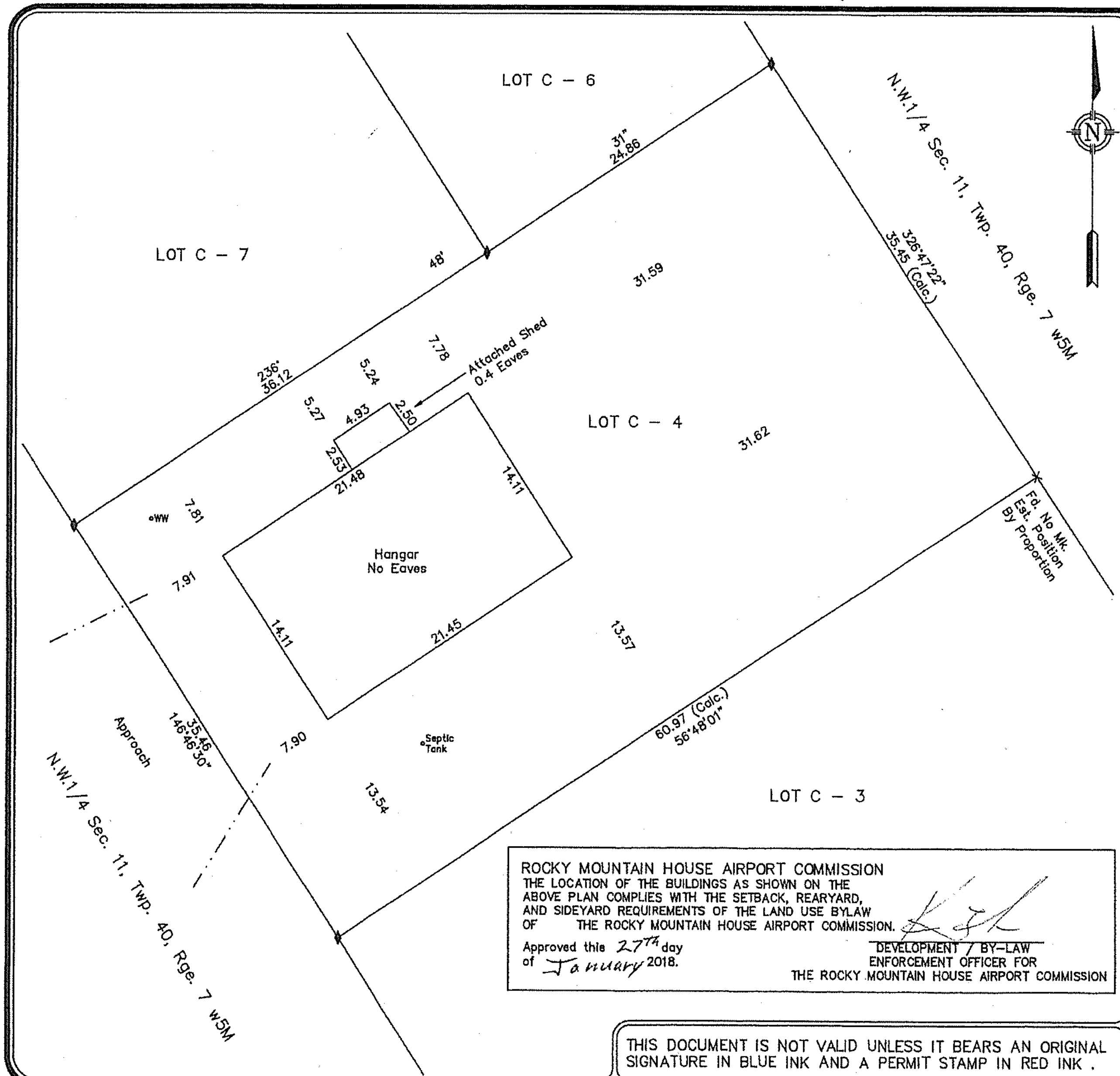
NOTES:
STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
FOUND NAIL SHOWN THUS
FENCE LINES SHOWN THUS
DISTANCES ARE IN METRES AND DECIMALS THEREOF
DISTANCES ARE TO THE FINISHED EXTERNAL WALLS.
ALL TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINE.
STAGE OF CONSTRUCTION: COMPLETE
PORTABLE BUILDINGS WILL NOT BE SHOWN UNLESS THEY ARE ENCROACHING
BUILDINGS UNDER 100 ft² MAY NOT BE SHOWN
FENCES ARE WITHIN 0.20m OF PROPERTY LINE UNLESS SHOWN OTHERWISE.
EAVES DIMENSIONED TO THE LINE OF THE FASCIA.
Fd. No Mk. DENOTES FOUND NO MARK
Mp. DENOTES MARKER POST
C.S. DENOTE COUNTERSUNK

OWNER'S NAME: WOODLANDS COUNTY

CLIENT: OPSMOBIL INC. SUITE 1200, 815 – 8th AVENUE S.W., CALGARY, AB., T2P 3P2

DON WILSON SURVEYS LTD.
BOX 4120 PHONE (780) 674-2287
BARRHEAD, ALBERTA T7N 1A1 FAX (780) 674-5071

DATE: JAN. 19/ 18 SCALE: 1:600 OUR FILE No. 18003-3-2



ROCKY MOUNTAIN HOUSE AIRPORT COMMISSION
THE LOCATION OF THE BUILDINGS AS SHOWN ON THE ABOVE PLAN COMPLIES WITH THE SETBACK, REARYARD, AND SIDEYARD REQUIREMENTS OF THE LAND USE BYLAW OF THE ROCKY MOUNTAIN HOUSE AIRPORT COMMISSION.

Approved this 27th day of January 2018.

DEVELOPMENT / BY-LAW ENFORCEMENT OFFICER FOR THE ROCKY MOUNTAIN HOUSE AIRPORT COMMISSION

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE IN BLUE INK AND A PERMIT STAMP IN RED INK.

Alberta Land Surveyor's Real Property Report

CLIENT: OPS MOBIL

LEGAL DESCRIPTION:

LOT : C – 4
~~BLOCK~~ :
~~PLAN~~ :

CIVIC ADDRESS: #8, 401041 RGE RD 7-2
CLEARWATER COUNTY

LOCATION: N.W.1/4 Sec.11 Tp.40 Rg.7 w5M

LEGEND & NOTES:

DISTANCES ARE IN METRES AND DECIMALS THEREOF.
AGL MEANS ABOVE GROUND LEVEL.
STATUTORY IRON POSTS FOUND ARE SHOWN THUS ●
IRON BARS FOUND SHOWN THUS
TEMPORARY POINT ESTABLISHED SHOWN THUS X
ALL FENCES ARE WITHIN 0.2m OF PROPERTY LINES EXCEPT WHERE SHOWN OTHERWISE.
EAVES ARE MEASURED TO LINE OF FASCIA, UNLESS OTHERWISE SPECIFIED.
UNLESS OTHERWISE SPECIFIED, THE CLEARANCES SHOWN ARE TO FINISHED SIDING MEASURED PERPENDICULARLY FROM THE PROPERTY BOUNDARIES.

TITLE INFORMATION:

TITLE NUMBER: 962 064 419
SEARCHED ON THE DATE OF: JANUARY 22, 2018
PROPERTY IS SUBJECT TO :
902 087 259: URW – ROCKY GAS CO-OP
992 092 023: CAVEAT (LEASE)-OPSMOBIL INC.
162 029 069: CAVEAT (LEASE)-OPSMOBIL INC.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS REAL PROPERTY REPORT WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE OF THE ALBERTA LAND SURVEYORS' ASSOCIATION AND SUPPLEMENTS THERETO, ACCORDINGLY WITHIN THOSE STANDARDS AND AS OF THE "DATE OF SURVEY" , I AM OF THE OPINION THAT:

1. THE REPORT ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SEC. 7.6 OF THE ALBERTA LAND SURVEYORS' ASSOCIATION'S MANUAL OF STANDARD PRACTICE, REGISTERED EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY;
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY;
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY.
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE EXTENT OF PROPERTY.

PURPOSE:

THIS REPORT HAS BEEN PREPARED THIS REPORT FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS, AND ANY OF THEIR AGENTS FOR THE PURPOSE OF A LAND CONVEYANCE
COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES.
WHERE APPLICABLE, REGISTERED EASEMENTS AND UTILITY RIGHTS-OF-WAY AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN. UNLESS OTHERWISE SHOWN, PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT.
THIS PLAN SHOULD NOT BE USED TO ESTABLISH BOUNDARIES DUE TO THE RISK OF MISINTERPRETATION OR MEASUREMENT ERROR BY THE USER. THE INFORMATION SHOWN ON THIS REAL PROPERTY REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY.
USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS.

DATED AT ROCKY MOUNTAIN HOUSE , ALBERTA
January 22, 2018.

R.L. HAAGSMA A.L.S.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 104
Mount-West Surveys Ltd.
(Operating as High Country Surveys)

CLEARWATER COUNTY APPROVAL

THE LOCATION OF THE BUILDINGS AS SHOWN ON THE ABOVE PLAN COMPLIES WITH THE SETBACK, REARYARD, AND SIDEYARD REQUIREMENTS OF THE LAND USE BYLAW OF CLEARWATER COUNTY.

APPROVED THIS 1st DAY OF February 2018.

DEVELOPMENT OFFICER FOR CLEARWATER COUNTY.

DATE OF SURVEY : JAN. 17, 2018	
SCALE = 1 : 300	DRAWN BY: RMD
Job: R-007-18.1	CHECKED BY: RLH

HIGH COUNTRY SURVEYS
BOX 1930, ROCKY MOUNTAIN HOUSE
T4T 1B4
Ph: (403) 845-5974
Fax: (403) 845-2974

THIS IS EXHIBIT "15" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent: Friday, May 04, 2018 11:42 AM
To: Kim Mizera; Michael Mudie
Cc: Taylor, Darren
Subject: FW: Airborne/Opsmobil

Importance: High

Kim and Mike see below.

It appears that Luc Mercier is being unresponsive.

Can either of you contact him.

Thanks,

Irene

Irene Stewart
Partner

Gowling WLG (Canada) LLP
T +1 604 891 2270
F +1 604 443 5639
E irene.stewart@gowlingwlg.com

From: Taylor, Darren
Sent: May-04-18 10:39 AM
To: Sheward, Jill <jsheward@brownleelaw.com>
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>; Ryan Tobber <ryan.tobber@opsmobil.com>
Subject: Airborne/Opsmobil
Importance: High

Jill,
We spoke the other day about encroachment agreements for the Woodlands County Airport. You were going to talk to Luke Mercier. Have you been able to do so or should I contact him directly. I look forward to hearing from you at your earliest opportunity.

Darren Taylor
Partner
T +1 403 298 1091
darren.taylor@gowlingwlg.com

My Assistant: Laura Viccars
T +1 403 298 1849
laura.viccars@gowlingwlg.com

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9
Canada

gowlingwlg.com

Michael Mudie

From: Taylor, Darren <darren.taylor@gowlingwlg.com>
Sent: Monday, May 07, 2018 2:00 PM
To: Michael Mudie
Cc: Stewart, Irene
Subject: FW: Airborne/Opsmobil

Michael,
Please see the email below. We may need to get on a call so that we can educate our clients so that they can talk to Mr. Mercier.

Darren Taylor
Partner
T +1 403 298 1091
darren.taylor@gowlingwlg.com

My Assistant: Laura Viccars
T +1 403 298 1849
laura.viccars@gowlingwlg.com

From: Sheward, Jill [mailto:jsheward@brownleelaw.com]
Sent: May-07-18 1:53 PM
To: Taylor, Darren <darren.taylor@gowlingwlg.com>
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Subject: RE: Airborne/Opsmobil

Darren,

I have heard back from Luc Mercier who has indicated that he does **not** want you to contact him directly. Luc wants to deal directly with the local contacts (Bert from Airborne and Ryan from Opsmobile).

He notes that he would prefer to talk to both Bert and Ryan at the same time on the outstanding matters. I understand that it has been 3 weeks since Luc has had any communication from the local Airborne/Ops representatives.

Thanks,
Jill

From: Taylor, Darren [mailto:darren.taylor@gowlingwlg.com]
Sent: May-04-18 11:42 AM
To: Sheward, Jill
Cc: Stewart, Irene; Ryan Tobber
Subject: RE: Airborne/Opsmobil

Thanks Jill,
We are getting a little anxious to talk to him so we would appreciate it if you would follow up with him.

Darren Taylor
Partner
T +1 403 298 1091
darren.taylor@gowlingwlg.com

My Assistant: Laura Viccars
T +1 403 298 1849
laura.viccars@gowlingwlg.com

From: Sheward, Jill [mailto:jsheward@brownleelaw.com]
Sent: May-04-18 11:40 AM
To: Taylor, Darren <darren.taylor@gowlingwlg.com>
Subject: RE: Airborne/Opsmobil

Darren,

I left a message for Luc immediately after we spoke but have not heard back from him yet. I will let you know once I do.

Jill

JILL L.A. SHEWARD | PARTNER | **BROWNLEE LLP**
REAL ESTATE & LENDING
MEMBER OF THE BAR IN ALBERTA & NUNAVUT
m. 780-497-4800 | **d.** 780-497-4835 | **f.** 780-424-3254 | jsheward@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

*Brownlee LLP would like the opportunity to send you invitations and legal news electronically. Please give us your permission by clicking **here**.*

From: Taylor, Darren [mailto:darren.taylor@gowlingwlg.com]
Sent: May-04-18 11:39 AM
To: Sheward, Jill
Cc: Stewart, Irene; Ryan Tobber
Subject: Airborne/Opsmobil
Importance: High

Jill,
We spoke the other day about encroachment agreements for the Woodlands County Airport. You were going to talk to Luke Mercier. Have you been able to do so or should I contact him directly. I look forward to hearing from you at your earliest opportunity.

Darren Taylor
Partner

THIS IS EXHIBIT "16" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Michael Rempel <michael.rempel@opsmobil.com>
Sent: Wednesday, January 10, 2018 4:24 PM
To: Alison Spence
Cc: Matt Braaten; lisa. winfield; Michael Mudie; Kim Mizera; Mike Gauthier; Vlad Grigore
Subject: Re: OpsMobil lease at Rocky Mountain House airport

Alison,

It was a pleasure speaking with you this afternoon and thank you for the information. It was most helpful.

As discussed, OpsMobil Inc. has entered into a purchase and sale agreement (the "PSA") for the sale of its aviation division to an arm's length purchaser.

To avoid confusion, I will first speak to corporate names. Our current lease (dated September 6, 2013) with the Airport Commission is in the name of "Airborne Energy Solutions Ltd." Airborne changed ownership in late 2013 and in conjunction with the change in ownership it changed its name to "OpsMobil Inc."

The name of the purchaser under the PSA is Airborne Energy Solutions Inc., which may be confusing. To be clear, the Purchaser is a distinct legal entity that has no relationship or connection with OpsMobil Inc. (previously named Airborne Energy Solutions Ltd.) Because this is a sale of substantially all of the assets of OpsMobil's aviation business, there is a continuity of business from OpsMobil to the Purchaser and, as such, the Purchaser desired to avail itself of the name "Airborne Energy Solutions" as it was well-known in the markets serviced by the aviation business and, accordingly, OpsMobil transferred all rights in the name to the Purchaser who then did a name change to Airborne Energy Solutions Inc. The point is, despite the near identical names - Airborne Energy Solutions Ltd. (now OpsMobil Inc.) on the lease and the Purchaser's name of Airborne Energy Solutions Inc. - they are in fact distinct, arm's length entities with the former (now called OpsMobil Inc.) selling its business to the latter.

As for nature of our transaction, the Purchaser is, among other things:

1. taking over our aviation business client contracts,
2. buying our aircraft,
3. hiring most of our aviation-based employees (including Bert Perron whom you may be familiar with) and
4. taking over our hangar facilities at three airports including Rocky Mountain House.

In short, it is taking over the aviation business as a going concern. So, as you can see, there is a continuity of the aviation business division but under a distinct legal entity and under new ownership.

You indicated that the Airport Commission would most probably want to enter into a new lease with the Purchaser rather than have an assignment of the existing lease from OpsMobil Inc. to the Purchaser. You also indicated that you would need to bring certain individuals in your organization up to speed on what is happening. Please advise what additional information that you require in that regard.

There are three people from the Purchaser who may contact you or whom you may wish to speak with regarding a new lease (or assignment of existing lease, as the case may be). They are: Kim Mizera (the primary shareholder of the Purchaser), Mike Gauthier - the CFO of the Purchaser and affiliated companies, and

Bert Perron (who will be responsible for day-to-day operations of the aviation business under the Purchaser. I have included all parties on this email.

In closing, there is some urgency in closing this transaction, which includes the Purchaser becoming the lessee of the Rocky Mountain Facility. We greatly appreciate your help and support in navigating the change in lessee through your process as soon as reasonably possible. To be clear, we do understand that Airport Commission approval is required for a new lease with the Purchaser (or a transfer of the existing lease to the Purchaser if that were the case), which cannot happen until February. If you are able to share when in February that would be, if known, it would be helpful for us and the Purchaser.

Thanks again for your help Alison.

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

On Wed, Jan 10, 2018 at 3:34 PM, Alison Spence <aspence@rockymtnhouse.com> wrote:

Not at work today - 403-418-6689

Get Outlook for iOS

From: Michael Rempel <michael.rempel@opsmobil.com>
Sent: Wednesday, January 10, 2018 3:32:52 PM
To: Alison Spence
Cc: Matt Braaten; lisa. winfield
Subject: OpsMobil lease at Rocky Mountain House airport

Hi Alison.

I am working with Lisa Winfield on the renewal option for our lease at the Rocky Mountain House airport.

I would like to have a quick conversation with you about it. What number can I reach you at?

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

THIS IS EXHIBIT "17" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From:	Alison Spence <aspence@rockymtnhouse.com>
Sent:	Friday, March 16, 2018 3:22 PM
To:	Mike Gauthier; Matt Braaten
Cc:	Kim Mizera; Michael W Mudie (mudie@shaw.ca)
Subject:	RE: Rocky Mountain Airport Commission Meeting

Please be advised that the Airport Commission approved a new lease for Airborne Energy Solutions Inc. located at the Rocky Mountain House Airport and describes as "Hangar C-4".

Signed documents will be provided in due course.

Regards,

Alison Spence

Legislative & Strategic Services Coordinator

Town of Rocky Mountain House
5116 – 50th Avenue
Rocky Mountain House, AB T4T 1B2

aspence@rockymtnhouse.com
403-845-2866 Ext. 103
Direct line : 403-847-5277
www.rockymtnhouse.com

Follow us on....

From: Mike Gauthier [mailto:MikeG@rilpa.com]
Sent: March 02, 2018 1:42 PM
To: Alison Spence <aspence@rockymtnhouse.com>
Cc: Kim Mizera <KimM@rilpa.com>; Michael W Mudie (mudie@shaw.ca) <mudie@shaw.ca>
Subject: RE: Rocky Mountain Airport Commission Meeting

Alison- Attached is a scanned and signed copy of the Letter of Authorization. I will send the original in the mail to the address provided in your contact tagline.

Thanks for your help with this. Much appreciated!

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: Alison Spence [mailto:aspence@rockymtnhouse.com]
Sent: March-02-18 12:19 PM
To: Mike Gauthier
Subject: RE: Rocky Mountain Airport Commission Meeting

Please see attached.

Alison Spence
Legislative & Strategic Services Coordinator

Town of Rocky Mountain House
5116 – 50th Avenue
Rocky Mountain House, AB T4T 1B2

aspence@rockymtnhouse.com
403-845-2866 Ext. 103

www.rockymtnhouse.com
Follow us on....

From: Mike Gauthier [mailto:MikeG@rilpa.com]
Sent: March 02, 2018 11:53 AM
To: Alison Spence <aspence@rockymtnhouse.com>
Cc: Kim Mizera <KimM@rilpa.com>; Michael W Mudie (mudie@shaw.ca) <mudie@shaw.ca>
Subject: RE: Rocky Mountain Airport Commission Meeting

Hi Alison,

Can you please provide an authorization letter for the change in price required for the lease to reflect the correct value requested by the county. We will sign the authorization and send it back to you so you can present it to the airport commission. I am requesting that you provide the authorization so that we have the correct form and amount necessary for your satisfaction of the counties requirements related to this lease.

Thank you for your help and time with this matter!

Regards,

Mike Gauthier
Accountant

AIRBORNE
ENERGY SOLUTIONS

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
MikeG@rilpa.com

From: Alison Spence [mailto:aspence@rockymtnhouse.com]
Sent: March-01-18 10:32 AM
To: Mike Gauthier
Cc: Kim Mizera; Bert Perron; Ken Fowler
Subject: RE: Rocky Mountain Airport Commission Meeting

Good Morning,

Ken Fowler, Airport Manager has asked that I provide you with the following excerpt from the current lease that OpsMobile currently holds.

11. **Return of Premises**

    The Tenant shall upon the termination or surrender of this Lease, leave the Premises neat, clean, level, and clear of all structures, debris and rubbish, with all of the said work to be done to the satisfaction of the Landlord, and the Tenant shall make good all damages caused to the Premises. If the Premises is not left neat, clean, level, free and clear of all waste material, debris and rubbish then the Landlord may have the land restored to a satisfactory condition and the Tenant agrees to bear the full expenses of all such work commissioned by the Landlord."

Please be advised that our meeting has been rescheduled for March 16, 2018.

Ken has asked that I advise the meeting is public should you wish to attend.

Regards,

Alison Spence
Legislative & Strategic Services Coordinator

Town of Rocky Mountain House
5116 – 50th Avenue
Rocky Mountain House, AB T4T 1B2

aspence@rockymtnhouse.com
403-845-2866 Ext. 103

www.rockymtnhouse.com

Follow us on....

From: Mike Gauthier [mailto:MikeG@rilpa.com]
Sent: February 01, 2018 12:45 PM
To: Alison Spence <aspence@rockymtnhouse.com>
Cc: Kim Mizera <KimM@rilpa.com>; Bert Perron <b.perron@airborneenergysolutions.com>
Subject: RE: Rocky Mountain Airport Commission Meeting

Afternoon Allison,

As per our conversation I am attaching an introduction letter as requested. If there is anything else that you require please contact myself at this email or the phone number provided below.

Regards,

Mike Gauthier
Accountant

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
MikeG@rilpa.com

From: Kim Mizera
Sent: January-24-18 6:22 PM

To: Mike Gauthier; Peter Witt; Cheryl Mizera
Subject: FW: Rocky Mountain Airport Commission Meeting

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: Alison Spence [mailto:aspence@rockymtnhouse.com]
Sent: Wednesday, January 24, 2018 11:36 AM
To: Kim Mizera
Subject: Rocky Mountain Airport Commission Meeting

Attention: Kim Mizera

Further to correspondence being sent to the Town of Rocky Mountain House on January 10, 2018 from Matt Braaten and Michael Rempel of OpsMobil,
I am following up with you to advise that the airport commission is scheduled to meet on February 14, 2018.

At this time I would like to ask that you provide your written request for the Rocky Mtn House Airport Hanger Lot C-4 and if available a copy of the Bill of Sale
in order to have the Airport Commission approve the lease being prepared in Airbone Energy Solutions Inc.

Also please confirm the address and the contact person with phone number for the file.

For your information I have attached copy of the letter from Matt Braaten for your records.

Thank you in advance

Alison Spence

Legislative & Strategic Services Coordinator

Town of Rocky Mountain House
5116 – 50th Avenue
Rocky Mountain House, AB T4T 1B2

aspence@rockymtnhouse.com
403-845-2866 Ext. 103

www.rockymtnhouse.com

Follow us on....

THIS IS EXHIBIT "18" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

(d) Every improvement shall be constructed expeditiously in a good and workmanlike manner in compliance with the detailed plans and specifications approved by the landlord and any laws, regulations or other requirements of all authorities having jurisdiction;

(e) The tenant shall maintain reasonable fire and liability insurance during the construction of every improvement whenever, and to the extent, that the landlord may reasonably require and shall provide proof of same prior to the commencement of said improvement ;

(f) Trees shall not be destroyed or removed unless such destruction or removal is necessary for excavation or for driveways or walkways and unless the written permission of the landlord is first requested in writing and obtained.

11. Inspections and Notice to Repair

The tenant shall permit the landlord to enter upon the premises and view the state of repair and cleanliness of the premises and the landlord may give the tenant written notice requiring the tenant to repair, maintain or clean, with which the tenant must comply within fifteen (15) days.

If the tenant shall at any time fail to make any such repairs or replacements as required by the written notice of the landlord, the landlord may make them or cause them to be made and the cost thereof, together with interest thereon computed at the rate of fifteen (15%) per cent per annum from the date of payment by the landlord, shall be charged to and paid by the tenant as additional rent due thirty (30) days from the date of invoice by the landlord.

12. Return of Premises

The tenant shall, upon the termination or surrender of this lease, leave the land and premises neat, clean, and free and clear of all structures, debris, rubbish and environmentally hazardous waste or products, all of the said work to be done to the satisfaction of the landlord, and the tenant shall make good all damages caused to the property. For the purpose of determining the environmental status of the land, the tenant shall, upon termination or surrender of the lease, arrange to have an environmental assessment of the land conducted at the tenant's sole cost. If the land and premises are not left in a condition satisfactory to the landlord, the landlord may have them restored to a satisfactory condition, and the tenant shall bear the full cost of all work commissioned by the landlord.

THIS IS EXHIBIT "19" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From: Michael Rempel <michael.rempel@opsmobil.com>
Sent: Wednesday, February 07, 2018 5:11 PM
To: Michael Mudie
Cc: Luc Mercier; Stewart, Irene; Kim Mizera; Mike Gauthier; Matt Braaten; Vlad Grigore; lisa. winfield
Subject: Re: OpsMobil Leases

Luc,

I understand that you require confirmation as to the process that both OpsMobil and Airborne Energy Solutions desire to undertake regarding the the subject leases as noted in Michael Mudie's email below.

I can confirm that the process and structure outlined in Michael Mudie's email below is what both parties have agreed to and desire to have undertaken.

Please do not hesitate to contact me with any questions or concerns.

Thank you.

Michael Rempel (BA, LLB, MBA)

Director, Corporate Affairs | OpsMobil
1200 - 815 8th Avenue SW, Calgary, Alberta T2P 3P2
Phone: (403) 354-0097
Email: michael.rempel@opsmobil.com
www.OpsMobil.com

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

On Fri, Feb 2, 2018 at 3:36 PM, Michael Mudie <mudie@shaw.ca> wrote:

Luc, I am legal counsel for Airborne Energy Solutions Inc. ("AES"), the purchaser of certain assets from OpsMobil including the leases it holds with Woodlands County. I understand from the receptionist that you are not in the office this afternoon. I left a message for you to call me on Monday morning when you are back in the office to discuss the matters set forth below.

I know that you have been in communication with a number of representatives of OpsMobil and my client discussing this transition. To be clear, what we are proposing is as follows:

1. New leases would be executed between the County and my client in respect of the leased lands for a term of 15 years with an option to renew for two further terms of 5 years each;

2. OpsMobil will surrender their leases on the condition that OpsMobil will indemnify and remain solely responsible for any and all environmental liabilities related to the period of their occupation of the leased lands. OpsMobil, at their sole cost, shall provide the County (and AES) with proper environmental reports for the leased lands on an agreeable timeframe and rectify any environmental damage.

3. The rental rate for the new leases shall be the current rate until May 1, 2018 and thereafter subject to any increase negotiated between the parties both acting in good faith. I understand that the current position of the County is that on May 1, 2018 they want this rate increased to 1.90/m2 until the end of 2018, and thereafter increased to $2.75/m2. My client feels that these increased rates are not reflective of market, but he is prepared to enter into negotiations in good faith to achieve an appropriate future rental rate. Dependent upon the success of the negotiations regarding the increased rate, my client shall at all times have the right to surrender certain of the leased premises to the County in order to ensure AES retains proper control over its fixed leased costs.

We are at the stage in our purchase and sale transaction where this matter must be concluded immediately. The parties have discussed a closing date of **Thursday, February 8, 2018**, but that is of course dependent upon the County's concurrence with the foregoing and receipt of executed formal lease agreements from the County in advance of such closing date.

Please give me a call at: 403-221-8600 on Monday morning to discuss the foregoing. Txs.

THIS IS EXHIBIT "20" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

Michael Mudie

From:	Sheward, Jill <jsheward@brownleelaw.com>
Sent:	Wednesday, February 14, 2018 3:47 PM
To:	'mudie@shaw.ca'
Cc:	'luc.mercier@woodlands.ab.ca'; 'Shannon Wharton'
Subject:	Woodlands County / OpsMoile Inc / Airborne Energy Solutions Inc. (71576-0305)
Attachments:	AIRPORT LEASE (Plan 0022432, Block 2, Lot 3) (B2681285x7AF53).pdf; AIRPORT LEASE (Plan 0022432, Block 2, Lot 4) (B2681314x7AF53).pdf; AIRPORT LEASE (Plan 0022432, Block 3, Lot 2) (B2681323x7AF53).pdf; AIRPORT LEASE (Plan 0022432, Block 2, Lot 2) (B2679863x7AF53).pdf; Consent to Surrender of Lease (B2681735x7AF53).pdf; Indemnity Agreement (B2679601x7AF53).pdf; Surrender and Termination of Lease (conditional) (B2679679x7AF53).pdf; _Certification_.htm

Michael,

Please find attached the following draft Agreements:

1. Four (4) Airport Lease Agreements for each of Plan 0022432, Block 2, Lots 2, 3 and 4 and Plan 0022432, Block 3, Lot 2;

2. Indemnity Agreement by OpsMobil Inc. in favour of the County;

3. Surrender and Termination of Lease; and

4. Consent to Surrender of Lease.

As discussed, the effective date/commencement date/termination date has been left blank in all the agreements and can be determined once the forms of agreements are settled. With respect to the base rent in the leases, the base rent for 2018 is payable in advance on the Commencement Date and we can figure out the pro-rated amount once the Commencement Date is set.

Please note that these agreements are being sent to the County for review concurrently, and are subject to their comments.

In speaking with Luc Mercier on this matter, he is concerned about security for the Environmental Obligation. We will require security from OpsMobil Inc in this regard – please discuss and advise what can be offered. The County requires security in order to proceed. Of course, this may result in the requirement for an additional document and resulting revisions to the attached agreements.

Please note that Mr. Mercier will be out of town tomorrow, and I will be at a client event all afternoon, so we will not be in a position to provide any further comments/drafts until at least Friday, potentially next week.

Regards,
Jill

JILL L.A. SHEWARD | PARTNER | **BROWNLEE LLP**
REAL ESTATE & LENDING
MEMBER OF THE BAR IN ALBERTA & NUNAVUT
m. 780-497-4800 | **d.** 780-497-4835 | **f.** 780-424-3254 | jsheward@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

Brownlee LLP would like the opportunity to send you invitations and legal news electronically. Please give us your permission by clicking ***here****.*

THIS INDEMNITY made the ____ day of ______________, 2018.
BY:

OPSMOBIL INC.
(hereinafter referred to as the "**Indemnifier**")

- in favour of -

WOODLANDS COUNTY
(hereinafter referred to as the "**County**")

INDEMNITY AGREEMENT

WHEREAS:

A. Nabors Drilling Limited, as tenant (the "**Original Tenant**") entered into four (4) Lease Agreements with the County, as landlord dated June, 2011 (collectively, the "**Lease Agreement**") respecting leasing the premises located upon the lands legally described as:

PLAN 0022432
BLOCK 2
LOTS 2-4
EXCEPTING THEREOUT ALL MINES AND MINERALS

-and-

PLAN 0022432
BLOCK 3
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.565 HECTARES (1.4 ACRES) MORE OR LESS

(collectively, the "**Leased Premises**");

B. The Lease Agreement was assigned by the Original Tenant to Airborne Energy Solutions Ltd., with the County's consent, effective April 1, 2013 by way of an Assignment and Consent Agreement;

C. The name of Airborne Energy Solutions Ltd. changed to the Opsmobil Inc. effective September 11, 2013;

D. By way of a Landlord Consent and Agreement dated December 23, 2015, between the Tenant, the County and Third Eye Capital Corporation (the "**Lender**"), the Lender's consent is required prior to any amendment to the Lease Agreement for the Leased Premises;

E. The Indemnifier wishes to sell its assets located upon the Leased Premises to Airborne Energy Solutions Inc., terminate the Lease Agreement and have Airborne Energy Solutions Inc. enter into a new Lease with the County;

F. Section 12 of the Lease Agreement requires that the Tenant leave the Leased Premises neat, clean, and free and clear of all debris, rubbish and environmentally hazardous waste or products. In this regard, the Tenant must have an environmental assessment conducted upon surrender, at Tenant's cost, and to the County's satisfaction, failing which the Tenant shall bear the full cost of the restoration work required (the "**Environmental Obligation**");

G. The Environmental Obligation cannot be completed until weather permits for an assessment to occur in the spring of 2018;

H. As a condition of the County agreeing to terminate the Lease Agreement prior to the completion of the Environmental Obligation by the Indemnifier, the County has required that the Indemnifier execute and deliver this Indemnity.

NOW THEREFORE in consideration of the County agreeing to the surrender of the Lease Agreement with the Indemnifier, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Indemnifier hereby agrees as follows:

1. Preamble Incorporation: the Indemnifier hereby confirms and ratifies the matters contained and referred to in the Preamble to this Indemnity and agrees that same are expressly incorporated into and form part of this Indemnity.

2. Performance of Environmental Obligation: The Indemnifier hereby covenants and agrees effect prompt and complete performance of the Environmental Obligation, and that it shall be principal debtor in relation to all obligations, monies, charges and other amounts of any kind payable in relation to the Environmental Obligation.

3. Indemnity: The Indemnifier is and shall be liable for and does hereby indemnify and save harmless the County of, from and against any and all liabilities, losses, costs, damages, solicitor's fees and disbursements (on a solicitor and his own client basis with right of full indemnity), claims, causes of action, actions, obligations, suits, proceedings, fines, penalties and expenses of whatever kind or nature (including direct losses, costs, fees, disbursements, damages and expenses of the County), which the County may suffer, sustain, incur, pay or be liable for, arising out of, relating to, the Environmental Obligation, or as a direct or indirect result of the presence on or under the Leased Premises, or the escape, seepage, leakage, spillage, discharge, emission or release onto or into any lands, including the Leased Premises, into the atmosphere or into any water wherever located, of hazardous substances, hydrocarbons, or any other form of environmental contaminant whatsoever. This indemnification shall survive the termination and surrender of the Lease Agreement, and will not be merged therein or therewith.

4. Absolute and Unconditional Indemnity: This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by the surrender and termination of the Lease Agreement, or any extension of time or indulgence extended by the County.

5. Expiry of Indemnity: This Indemnity shall expire upon the County providing written confirmation to the Indemnifier that the Environmental Obligation has been satisfied, as determined by the County in its sole and unfettered discretion.

6. Enforcement: The County has the right to enforce this Indemnity regardless of the re-letting of the Leased Premises, or any repossession of the Leased Premises by the County.

7. Determination of Indebtedness: A statement in writing by the County as to indebtedness of the Indemnifier shall be binding upon the Indemnifier and conclusive evidence against the Indemnifier, and all right to question in any the County's dealings in relation to the Environmental Obligation is hereby waived.

8. Sale Not Affecting: The covenants of the Indemnifier shall be, remain and continue operative and binding notwithstanding the sale or disposition of the assets of the Indemnifier in whole or in part to another or others, or any change or reorganization of the Indemnifier.

9. Authority: It is not necessary for the County to inquire into the power of the Indemnifier, or its officers, directors, partners, trustees or agents acting or purporting to act on their behalf, and any indebtedness or obligation made or created in reliance upon the professed exercise of such powers shall form part of the indebtedness and covenants forming the subject matter of this Indemnity, even though such indebtedness or covenants are made or created irregularly, fraudulently, defectively or informally by the Indemnifier, or its officers, directors, partners, trustees or agents, and

notwithstanding that the County may have specific notice of the powers of the Indemnifier, or its officers, directors, partners, trustees or agents.

10. Notice: The Indemnifier hereby expressly waives notice of the acceptance of this Indemnity. Without prejudice to the foregoing, any notice which the County desires to give to the Indemnifier shall be sufficiently given if:

    (a) personally delivered to the party to whom it is intended or if such party is a corporation to an officer of that corporation; or

    (b) mailed by prepaid registered mail, addressed to the Indemnifier at its registered office or to such other address or number as the Indemnifier may from time to time direct in writing.

    Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery, and any notice mailed shall be deemed to have been received seventy two (72) hours after the date it is postmarked. If normal mail is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

11. Modification: No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the County.

12. Enurement: All of the terms, covenants and conditions of the Indemnity extend to and are binding upon the Indemnifier, his or its heirs, executors, administrators, successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the County, its successors and assigns, as the case may be. The Indemnifier agrees to execute any and all documentation reasonably required by any assignee of the County sufficient to confirm and evidence the foregoing.

13. Severability: If any term, covenant or condition of this Indemnity or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Indemnity or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Indemnity shall be valid and shall be enforceable to the fullest extent permitted by law.

14. Governing Law: This Indemnity shall be construed in accordance with the laws of the Province of Alberta; the Indemnifier hereby submits and attorns to the jurisdiction of the courts of the Province of Alberta in any action or proceeding which may be commenced with respect to the enforcement of this Indemnity.

15. Time of the Essence: Time shall remain of the essence throughout.

IN WITNESS WHEREOF the Indemnifier has duly and validly executed this Indemnity as of the day and year first above written.

OPSMOBIL INC.

Per: ______________________________

(c/s)

Per: ______________________________

THIS IS EXHIBIT "21" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

From: Michael Mudie [mailto:mudie@shaw.ca]
Sent: February-27-18 3:06 PM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: 'Kim Mizera' <KimM@rilpa.com>; 'Mike Gauthier' <MikeG@rilpa.com>
Subject: RE: Whitecourt Lease

Irene, in terms of a security amount, this is really not a matter for us to suggest a number as who is to say what may be found out and what the ultimate cost may be, especially if there is any remediation of the site(s). In my discussions with Mike Rempel, though, he told me that he had suggested (or was going to suggest) to the County a holdback of $175,000. From my client's perspective, if Ops lacks the current ability to pay the security amount to the County, on closing Ops could direct the security amount to be held back or forwarded to the counsel for the County pending completion of the environmental issue. This is a matter, though, which I would expect TEC has an interest in discussing with Ops. AES's concern remains that at all times it shall have no responsibility for any pre-existing environmental damage or clean-up. Txs.

From: Stewart, Irene [mailto:Irene.Stewart@gowlingwlg.com]
Sent: Tuesday, February 27, 2018 12:04 PM
To: Michael Mudie <mudie@shaw.ca>
Subject: FW: Whitecourt Lease

Hi Mike,

Please see below request from our client. Can you speak to your client in respect thereof.

Thanks,

Irene

Irene Stewart
Partner

Gowling WLG (Canada) LLP
T +1 604 891 2270
F +1 604 443 5639

E irene.stewart@gowlingwlg.com

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7496 / Virus Database: 4793/15435 - Release Date: 02/27/18

THIS IS EXHIBIT "22" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

BROWNLEE LLP
Barristers & Solicitors

2200 Commerce Place | 10155 102nd Street
Edmonton, AB Canada | T5J 4G8
Tel. 780.497.4800 | Fax 780.424.3254

Refer to: Jill L.A. Sheward
Direct Line: 780-497-4835
E-mail: jsheward@brownleelaw.com
Your File No.:
Our File No.: 71576-0305/JLAS

March 14, 2018

VIA EMAIL: mudie@shaw.ca

Michael W. Mudie Professional Corporation
520 Crescent Road NW
Calgary, AB T2M 4A5

Attention: Michael W. Mudie

Dear Sir:

Re: Surrender of OpsMobil Inc. Leases, New Leases to Airborne Energy Solutions Inc., and related transaction
Leased Premises: Plan 0022432, Block 2, Lots 2, 3, 4; Plan 0022432, Block 3, Lot 2

Further to the above noted matter, we understand that there have been ongoing discussions between the Woodlands County, OpsMobil Inc. and your client. We understand that the fuel tanks will be removed and environmental testing done prior to the surrender and termination of any of the existing Leases and entering into new Leases, but there have also been further negotiations on the terms and renewal amounts. In this regard please find enclosed herewith:

1. Revised Surrender and Termination of Lease with respect to Plan 0022432, Block 2, Lots 2-4 and Plan 0022432, Block 3, Lot 2 between OpsMobil Inc. and Woodlands County, together with blackline comparison;

2. Revised Surrender and Termination of Lease with respect to Plan 0022432, Block 1, Lots 2-3 between your client and Woodlands County, together with blackline comparison;

3. Consent to Surrender of Lease – Please note that this document was unchanged;

4. Revised Airport Lease for Plan 0022432, Block 3, Lot 2, together with blackline comparison;

5. Revised Airport Lease for Plan 0022432, Block 2, Lot 2, together with blackline comparison;

6. Revised Airport Lease for Plan 0022432, Block 2, Lot 3, together with blackline comparison;

7. Revised Airport Lease for Plan 0022432, Block 2, Lot 4, together with blackline comparison.

A. Airport Leases

You will note that the following changes were made throughout the agreements:

1. Section 1.1(g) – The Permitted Use has been expanded to include "and for purposes incidental thereto" as requested;

2. Section 3.1 – The Term has been revised to be 9 years and ___ months, expiring on December 31, 2028. The exact length of the Term will be determined once the Commencement Date is known. The County requires the initial term to expire on December 31, so that it is consistent with the County's other Leases;

3. Section 3.2 – The options to extend have been increased to three (3) further terms of five (5) years each;

4. Section 3.3 (Termination by Landlord) has been deleted;

5. Section 5.1 – <u>for Plan 0022432, Block 3, Lot 2 only</u> – The area has been decreased to 5,649.02 square meters given that the underground tanks will be removed and thus no longer be included;

6. Section 5.2 has been deleted;

7. Section 8.3 has been revised to insert "and incidentals" as requested;

8. Section 8.6(a) has been expanded to except out those Hazardous Substances related to aircraft operations, fueling and servicing as indicated in Exhibit "A";

9. Section 10.7 – The revision request has been made;

10. Section 16.3(e) – the revised fax number has been inserted as requested;

11. Exhibit "A" – The Hazardous Substances have been listed.

B. Consent to Surrender of Lease

The Consent to Surrender of Lease between OpsMobil Inc., Third Eye Capital Corporation, and Woodlands County remains unchanged. The effective date, at the top of Page 1, can only be inserted once the underground tanks have been removed and the environmental report has been received by the Woodlands County.

C. **<u>Surrender and Termination of Lease by Airborne Energy Solutions Ltd.</u>**

We understand that the lease for Plan 0022432, Block 1, Lots 2-3 is being surrendered without a replacement lease being entered into. The only changes were the deletion of Preamble B, and deletion of the condition precedent to enter into a new lease.

D. **<u>Surrender and Termination of Lease by Opsmobil Inc.</u>**

As the environmental report will be provided prior to the Lease Surrenders and new Lease, we have deleted reference to those obligations as well as the Indemnity Agreement in Preamble F, Sections 3, 4 and 5(c).

Please note that these agreements are being provided to our client concurrently and are subject to Woodlands County's comments.

Trusting the above and the attached to be in order, however should you have any questions or concerns, please contact the writer.

Yours truly,

BROWNLEE LLP
PER:

JILL L.A. SHEWARD
JLAS/clm
Enclosures

c.c. *Woodlands County (via email)*
Attention: Luc Mercier
Attention: Shannon Wharton

THIS IS EXHIBIT "23" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

BROWNLEE LLP
Barristers & Solicitors

2200 COMMERCE PLACE | 10155 102ND STREET
EDMONTON, AB CANADA | T5J 4G8
TEL. 780.497.4800 | FAX 780.424.3254

Refer to: Jill L.A. Sheward
Direct Line: 780-497-4835
E-mail: jsheward@brownleelaw.com
Your File No.:
Our File No.: 71576-0305/JLAS

March 22, 2018

VIA EMAIL: mudie@shaw.ca

Michael W. Mudie Professional Corporation
520 Crescent Road NW
Calgary, AB T2M 4A5

Attention: Michael W. Mudie

Dear Sir:

Re: Surrender of OpsMobil Inc. Leases, New Leases to Airborne Energy Solutions Inc., and related transaction
Leased Premises: Plan 0022432, Block 2, Lots 2, 3, 4; Plan 0022432, Block 3, Lot 2; Plan 0022432, Block 1, Lots 2 and 3

Further to our email correspondence and revised documents of March 14, 2018, we understand that the parties have agreed that the base rent during the first Renewal Term (only) will be capped at $3.00 per square meter. Additionally we understand that Airborne Energy Solutions Inc. *will* enter into a new short term lease for Plan 0022432, Block 1, Lots 2 and 3, expiring December 31, 2018. In this regard please find enclosed herewith the following:

1. Revised Airport Lease for Plan 0022432, Block 1, Lots 2 and 3, together with blackline comparison;

2. Revised Airport Lease for Plan 0022432, Block 3, Lot 2, together with blackline comparison;

3. Revised Airport Lease for Plan 0022432, Block 2, Lot 2, together with blackline comparison;

4. Revised Airport Lease for Plan 0022432, Block 2, Lot 3, together with blackline comparison;

5. Revised Airport Lease for Plan 0022432, Block 2, Lot 4, together with blackline comparison.

A. Lease for Plan 0022432, Block 1, Lots 2 and 3

Upon your review of the revised Lease, please note:

1. Section 1.1(g) indicates the Permitted Use to be storage purposes incidental and general aviation uses;

2. Section 3.1 indicates that the Term will expire on December 31, 2018. As with the other agreements, the length of term is unknown as the underground storage tanks must be removed and environmental report provided prior to the Commencement Date;

3. Sections 3.2 and 3.3 - The Option to Extend and Termination by Landlord have been deleted;

4. Section 5.1 indicates the base rent at $1.00 per square meter.

B. Airport Leases for (Plan 0022432) Block 3, Lot 2; Block 2, Lot 2; Block 2, Lot 3; Block 2, Lot 4

Upon review of the other four Leases and Blacklines, please note the following changes:

1. Section 3.2 indicates the Rent for any Renewal Term will be determined by the Landlord's then-current schedule of fees, except as indicated in Section 5.1(c); and

2. Section 5.1(c) indicates that in the event that the first option to extend is exercised for the first Renewal Term only, the base rent shall not exceed $3.00 per square meter.

We trust you find the foregoing and the enclosed to be in order, however please feel free to contact the undersigned should you have any questions or concerns.

Yours truly,

BROWNLEE LLP
PER:

JILL L.A. SHEWARD
JLAS/glm
Enclosures

c.c. *Woodlands County (via email)*
Attention: Luc Mercier
Attention: Shannon Wharton

THIS IS EXHIBIT "24" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

EMAILED: jsheward@brownleelaw.com

April 17, 2018

Brownlee LLP
Barristers and Solicitors
2200 Commerce Place
10155-102 Street
Edmonton, AB T5J 4G8

Attention: Jill L.A. Sheward

Dear Sirs:

Re: Leased Premises: Plan 0022432, Block 2, Lots 2-4; Plan 0022432, Block 3, Lot 2 (collectively, the "Airside Lots") and Plan 0022432, Block 1, Lots 2 and 3 (collectively, the "Non-Airside Lots")(collectively, the "Airside Lots" and "Non-Airside Lots" are referred to as the "Lots")/Our File No. 2-3045/Your File No. 71576-0305/JLAS

Further to your letter of March 22, 2018, we advise that the revised new leases agreements for the Airside Lots enclosed with such letter are acceptable to our client.

As this matter continues to progress forward with the environmental analysis of the Lots, we wish to confirm our understanding with respect to the execution and completion by Woodlands County of such new AES lease agreements. Specifically, it is our understanding that the County will unconditionally execute such revised new lease agreements with AES for the Airside Lots, unamended (except for insertion of dates), upon satisfactory delivery of all required environmental reports confirming that OpsMobil Inc.'s environmental obligations to the County as set forth in the existing lease agreements between Woodlands County, as landlord, and OpsMobil Inc. (successor to Airborne Energy Solutions Ltd.), as tenant, for the Lots have been properly and fully performed to the satisfaction of the County such that at the commencement date of the new AES leases there shall exist no environmental damage to such Lots which has not been properly and fully remediated and, further, upon receipt by the County of duly executed Surrender and Termination of Lease Agreements from OpsMobil Inc. and Consent to Surrender of Lease from Third Eye Capital Corporation.

Kindly confirm that our understanding in this regard is correct.

In terms of the revised lease agreements for the Non-Airside Lots, it is my understanding that additional discussions between our respective clients are ongoing regarding same. Notwithstanding such ongoing discussions, kindly confirm that in the event an agreement is reached between the County and AES regarding the lease of any such Non-Airside Lots that the execution and delivery of such new lease agreements for the Non-Airside Lots with AES will be executed and completed by the County in the same manner as the Airside Lots as set forth above.

Thanks for your assistance in this regard.

I look forward to hearing from you.

Yours very truly,

Michael W. Mudie

cc. Client

THIS IS EXHIBIT "25" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

BROWNLEE LLP
Barristers & Solicitors EST. 1945

2200 Commerce Place | 10155 102ND Street
Edmonton, AB Canada | T5J 4G8
Tel. 780.497.4800 | Fax 780.424.3254

Refer to:	Jill L.A. Sheward
Direct Line:	780-497-4835
E-mail:	jsheward@brownleelaw.com
Your File No.:	
Our File No.:	71576-0305/JLAS

April 24, 2018

VIA EMAIL: mudie@shaw.ca

Michael W. Mudie Professional Corporation
520 Crescent Road NW
Calgary, Alberta
T2M 4A5

Attention: Michael W. Mudie

Dear Sir:

Re: Surrender of OpsMobil Inc. Leases, New Leases to Airborne Energy Solutions Inc., and related transaction
Leased Premises: Plan 0022432, Block 2, Lots 2, 3, 4; Plan 0022432, Block 3, Lot 2 (collectively the "Airside Lots");
Plan 0022432, Block 1, Lots 2 and 3 (the "Non-Airside Lots")

Further to your correspondence dated April 17, 2018, we confirm that with respect to the Airside Lots, the County will enter into new Lease Agreements, in the form provided under our correspondence dated March 22, 2018 upon receipt of:

(a) Signed Surrender and Termination Agreements from OpsMobil Inc.;

(b) Signed Consent to Surrender of Lease from Third Eye Capital Corporation; and

(c) Receipt of all environmental reports confirming that OpsMobil Inc.'s environmental obligations have been satisfied, with no environmental damage and have not been properly and fully remediated.

With respect to the Non-Airside Lots, the intention is that the parties will enter into Agreements once the above conditions have been satisfied, however the terms of those Leases are subject to ongoing negotiations.

It has always been the intention of the County to enter into the Agreements subject to the satisfaction of the conditions, which has been communicated to your client. We write to enquire why your client is concerned with obtaining this confirmation?

Yours truly,

BROWNLEE LLP
PER:

JILL L.A. SHEWARD
JLAS/clm

c.c. *Woodlands County (via email)*
Attention: Luc Mercier
Attention: Shannon Wharton

THIS IS EXHIBIT "26" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, August 02, 2018 7:45 PM
To: David LeGeyt
Cc: April Cuncannon
Subject: FW: Fuel Tanks at Whitecourt Airport 3

#3

Kim Mizera

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Wed, Mar 7, 2018 at 1:01 PM
Subject: Re: Fuel Tanks at Whitecourt Airport
To: Shereen Botros <shereen.botros@opsmobil.com>

That works, please proceed ASAP.

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 Wed, Mar 7, 2018 at 12:57 PM, Shereen Botros <shereen.botros@opsmobil.com> wrote:
Ryan,

Matrix can complete a rushed phase 1 ESA for Whitecourt by Mar 23. The report will include a limitation statement due to ground snow cover. Based on the outcome of Phase 1 ESA, they will identify if Phase 2 is required or not.

If they identify areas of potential environmental concerns in phase 1 then Phase 2 will be required for further assessments on these areas and will typically be 4-6 weeks of work.

Cost for Phase one is $5-7K per site (Whitecourt, Villeneuve, Rockymountain)

Please let me know if this will be acceptable.

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

On Mon, Mar 5, 2018 at 10:47 AM, Shereen Botros <shereen.botros@opsmobil.com> wrote:
Ryan,

I did discuss with Matrix and they are fine doing the work in winter but if the ground is covered with snow they will provide no comments on any staining, vegetation issues, etc. additionally they will add a limiting statements in the report around what is visible on the ground surface if there is snow cover. The question is would it be acceptable to have limiting statements in the report about the site visit? If yes then we can proceed.

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

On Mon, Mar 5, 2018 at 9:38 AM, Ryan Tobber <ryan.tobber@opsmobil.com> wrote:
Shereen,

Can you get an update on this to me right a way? I suggest we get a proposal from Matrix to do a winter assessment and present it to the County to see if they will accept it.

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 1, 2018 at 10:15 AM, Ryan Tobber <ryan.tobber@opsmobil.com> wrote:
Let me know what we can do.

Ryan Tobber

President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, AB T2P 3P2
Phone: (403) 930-1702
Cell: (403) 797-0375

---------- Forwarded message ----------
From: "Luc Mercier" <luc.mercier@woodlands.ab.ca>
Date: Mar 1, 2018 10:03
Subject: Fuel Tanks at Whitecourt Airport
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>
Cc:

Hi Ryan,

I left a message for you earlier this morning and wanted to follow up with an email. Please call me when you have time to discuss.

In our attempts to find lease options we have found out that you are able to get the environmental tests done in the winter time. As such, we require that these tests are complete before we will be able to proceed with transferring or amending the lease.

Luc

THIS IS EXHIBIT "27" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

David LeGeyt
Barrister & Solicitor

David LeGeyt

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, August 02, 2018 7:48 PM
To: David LeGeyt
Cc: April Cuncannon
Subject: FW: Whitecourt Phase 1 Environmental Report 5

#5

Kim Mizera

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Luc Mercier** <luc.mercier@woodlands.ab.ca>
Date: Fri, Apr 6, 2018 at 1:27 PM
Subject: RE: Whitecourt Phase 1 Environmental Report
To: Lisa Winfield <lisa.winfield@opsmobil.com>
Cc: Ryan Tobber <ryan.tobber@opsmobil.com>, Bert Perron (b.perron@airborneenergysolutions.com) <b.perron@airborneenergysolutions.com>, William Lacasse <william.lacasse@woodlands.ab.ca>, Gordon Frank <Gordon.frank@woodlands.ab.ca>, Shannon Wharton <shannon.wharton@woodlands.ab.ca>

Hi Lisa, Ryan and Bert,

Thank you for supplying us with the phase 1 environmental report. As this report has outlined potential contamination, we will require that a phase 2 environmental report be completed in the problem areas which could lead to further steps, depending on the results on this next phase of reporting. I have made the assumption that this report covers all of the lease lands currently leased by OPS at the airport; could you also confirm with me that is the case or direct me to the section in the report that confirms this.

Thank You

Luc Mercier

From: Lisa Winfield [mailto:lisa.winfield@opsmobil.com]
Sent: Tuesday, March 27, 2018 1:09 PM
To: Luc Mercier
Cc: Ryan Tobber
Subject: Whitecourt Phase 1 Environmental Report

Hi Luc,

Please find below a link to a dropbox containing the Phase 1 Environmental report for Whitecourt.

https://www.dropbox.com/s/jh38velokcd4ehp/Whitecourt%20Phase%201%20Environmental%20Report_26211-520%20PH1%20R%202018-03-26%20final%20V1.0.pdf?dl=0

Please let me know if you have any issues accessing the report.

Thanks,

Lisa Winfield
Executive Support Manager | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403)-452-8349
Cell: (403) 796-6144
Email: lisa.winfield@opsmobil.com
www.OpsMobil.com

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THIS IS EXHIBIT "28" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, August 02, 2018 7:57 PM
To: David LeGeyt
Cc: April Cuncannon
Subject: FW: Matrix 9

#9

Kim Mizera

AIRBORNE ENERGY SOLUTIONS

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Wed, Apr 11, 2018 at 1:52 PM
Subject: Fwd: Matrix
To: Mark Horrox <mark@thirdeyecapital.com>

Now the phase 2 are being held up due to no money.

Ryan Tobber

President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, AB T2P 3P2
Phone: (403) 930-1702
Cell: (403) 797-0375

---------- Forwarded message ---------
From: Shereen Botros <shereen.botros@opsmobil.com>
Date: Wed, Apr 11, 2018, 13:47
Subject: Re: Matrix
To: Ryan Tobber <ryan.tobber@opsmobil.com>, Matt Braaten <matt.braaten@opsmobil.com>

Ryan/Matt

We will need to get this invoice (200642) paid this week if we want them to continue with the ESA Phase 2 and get the Rig our for soil sampling.

Please let me know.

Thanks

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

On Tue, Apr 3, 2018 at 9:25 AM, Shereen Botros <shereen.botros@opsmobil.com> wrote:
Ryan/Matt

I have told Matrix that the second invoice will be paid last week. They took my word for it and released all the reports that were due end of March (The ESA Phase 1 and three reports for the Injection wells that are currently under OGC order).

Please let me know if we are still planning to pay them this week. If we are not just let me know.

Thanks

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

---------- Forwarded message ----------
From: **Armand DeBolt** <armand.debolt@opsmobil.com>
Date: Tue, Apr 3, 2018 at 9:08 AM
Subject: Re: Matrix
To: Shereen Botros <shereen.botros@opsmobil.com>
Cc: Karen Thompson <karen.thompson@opsmobil.com>

Hello,

198197 is paid, 200642 is not.

ARMAND DEBOLT

Accounts Payable | OpsMobil
1200, 815 - 8th Avenue SW | Calgary, Alberta T2P 3P2
Email: armand.debolt@opsmobil.com
www.OpsMobil.com

On Mon, Apr 2, 2018 at 11:52 AM, Shereen Botros <shereen.botros@opsmobil.com> wrote:
Can you please let me know if these two invoices were paid

MATRIX SOLUTIONS LTD 200642	02/02/2018	30/11/2017	$	40,322.25	1/31/2018
MATRIX SOLUTIONS LTD 198197	04/12/2017	31/10/2017	$	44,473.28	11/28/2017

Thanks

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

THIS IS EXHIBIT "29" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

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

David LeGeyt
Barrister & Solicitor

David LeGeyt

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, August 02, 2018 8:03 PM
To: David LeGeyt
Cc: April Cuncannon
Subject: FW: Matrix Invoices - November & December, 2017 10

#10

Kim Mizera

AIRBORNE ENERGY SOLUTIONS

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Tue, Apr 17, 2018 at 3:14 PM
Subject: Fwd: Matrix Invoices - November & December, 2017
To: Mark Horrox <mark@thirdeyecapital.com>

Mark,

If this doesn't get paid we can get the Phase 2 rolling...its on the list from last week.

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

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---------- Forwarded message ----------
From: **Shereen Botros** <shereen.botros@opsmobil.com>
Date: Tue, Apr 17, 2018 at 3:11 PM
Subject: Fwd: Matrix Invoices - November & December, 2017
To: Matt Braaten <matt.braaten@opsmobil.com>, Ryan Tobber <ryan.tobber@opsmobil.com>

FYI.

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

---------- Forwarded message ----------
From: **Angela Liu** <Aliu@matrix-solutions.com>
Date: Fri, Apr 13, 2018 at 10:52 AM
Subject: RE: Matrix Invoices - November & December, 2017
To: Shereen Botros <shereen.botros@opsmobil.com>, Anita Carswell <acarswell@matrix-solutions.com>
Cc: Jesse Dirom <jdirom@matrix-solutions.com>, Blake Louden <blakel@matrix-solutions.com>, "Joshua J. Brown" <jjbrown@matrix-solutions.com>, Sarah Sieb <ssieb@matrix-solutions.com>, Luella Roxas <lroxas@matrix-solutions.com>

Hi Shereen,

I just wanted to follow up on the payment schedule below. We received a payment in March 27, 2018 for invoice 198197, but have not received anything since. It was indicated below that we should have received payment for invoice 200642 last week but this has not been paid to us yet.

Can you please confirm when we should expect this and release this for payment if it has not yet been released.

Thank you,

Angela

Angela Liu, CPA, CA, CBV

Controller

MATRIX SOLUTIONS INC.

Environment & Engineering

Suite 600, 214 – 11 Ave. SW Calgary, AB T2R 0K1

Email aliu@matrix-solutions.com

Direct 403.206.0540 Cell 403.589.0269

From: Shereen Botros [mailto:shereen.botros@opsmobil.com]
Sent: Tuesday, March 20, 2018 2:59 PM
To: Anita Carswell <acarswell@matrix-solutions.com>
Cc: Jesse Dirom <jdirom@matrix-solutions.com>; Blake Louden <blakel@matrix-solutions.com>; Joshua J. Brown <jjbrown@matrix-solutions.com>; Sarah Sieb <ssieb@matrix-solutions.com>; Luella Roxas <lroxas@matrix-solutions.com>; Angela Liu <Aliu@matrix-solutions.com>

Subject: Re: Matrix Invoices - November & December, 2017

Thanks for the clarification Anita.

I will get all these invoices approved and in our system today. Payments will be net 60 days from today on all these invoices.

Other invoices that I currently have in the system are as follows;

Vendor Name	Invoice1	Entry Date	Invoice Date		Amount Due	Approved
MATRIX SOLUTIONS LTD	203230	14/03/2018	31/01/2018	$	7,561.34	2/23/2018
MATRIX SOLUTIONS LTD	203239	14/03/2018	31/01/2018	$	28,116.10	2/23/2018

MATRIX SOLUTIONS LTD 201012	24/01/2018 31/12/2017	$	2,490.39	1/18/2018
MATRIX SOLUTIONS LTD 200642	02/02/2018 30/11/2017	$	40,322.25	1/31/2018
MATRIX SOLUTIONS LTD 198197	04/12/2017 31/10/2017	$	44,473.28	11/28/2017

Invoice 198197 will be paid this week.

Invoice 200642 will be paid the week after.

Thanks

Shereen Botros, P.Eng

Director, Engineering & Asset Integrity

Office: 403-930-1719

Cell: 403-466-1543

Safety is a continuing journey, not a final destination

On Tue, Mar 20, 2018 at 2:42 PM, Anita Carswell <acarswell@matrix-solutions.com> wrote:

Good afternoon Shereen,

How are you today?

Thank you for the quick approval on the March RCO. You are correct; the original Matrix approved budget minus Landsong Heritage Consulting fees was $91,021.12.

Matrix has submitted two scope change documents for approval: Rev 002 for the sum of $28,006.75 (November 30, 2017) and Rev 005 (replaces Rev 004) for the sum of $8,234.78 (March 19, 2018). This gives Matrix a total approved budget of $127,263.12 not including GST. Matrix issued three invoices in 2017 for a total spend of $128,074.88 (not including GST), and a credit will be forthcoming for $812.00 (also not including GST). These values leave OpsMobil approved budgets balanced with Matrix invoices for 2017.

There is one additional Matrix invoice for January 2018 for a total of $2,968.90 before GST that is currently being reviewed; either Jesse or myself will follow up with you regarding this invoice. There are currently no other Matrix pending effort or charges associated with the Wildboy pipeline project. Landsong Heritage Consulting invoices will be submitted separately.

I hope this helps; please let me know if you have any additional questions.

Thank you,

Anita

Anita Carswell

Direct: 403.526.0650 ext. 231

Mobile: 403.928.0705

Please consider the environment before printing this email.

From: Shereen Botros [mailto:shereen.botros@opsmobil.com]
Sent: Monday, March 19, 2018 5:15 PM
To: Anita Carswell
Cc: Jesse Dirom; Blake Louden; Joshua J. Brown; Sarah Sieb; Luella Roxas; Angela Liu
Subject: Re: Matrix Invoices - November & December, 2017

Thanks Anita,

Can you please provide the original approved budget not including Landsong Cost, I think it was $91K. Please confirm

and the scope changes for all the changes between what you are currently invoicing and the budget ~$43K

On the scope change it Indicate # 5. Do we have 5 scope changes?

The scope changes that I have are attached for $28K and $8K. Am I missing anything else. Both are approved by me.

Please confirm that these are all the invoices for the pipeline project and no additional invoices will come other than the Landsong.

Do not over complicate things, a simple email explaining the difference between budget and invoice is all I need.

Thanks

Shereen Botros, P.Eng

Director, Engineering & Asset Integrity

Office: 403-930-1719

Cell: 403-466-1543

Safety is a continuing journey, not a final destination

On Mon, Mar 19, 2018 at 4:46 PM, Anita Carswell <acarswell@matrix-solutions.com> wrote:

Good afternoon Shereen,

Please see attached for Matrix Invoices as listed below:

- Invoice 200790 dated November 30, 2017
- Invoice 200859 dated December 16, 2017
- Invoice 201744 dated December 31, 2017

I have also attached a revised copy of the RCO originally issued on March 16, 2018 to more accurately reflect the fees associated with the purchase of LiDAR data and Matrix professional fees as described within. Based on a review of the December 31, 2017 invoice, a credit to the value of $812.00 will be issued to OpsMobil to address fees associated with Matrix GIS figure creation and short term water application.

Landsong Heritage costs are being separated from Matrix costs, and will be invoiced separately. Please let me know if you have any questions.

Thank you,

Anita

Anita Carswell

Environmental Technologist

MATRIX SOLUTIONS INC.

Environment & Engineering

26 Boundary Road, Redcliff, AB. T0J 2P0

Mobile: 403.928.0705 Office: 403.526.0650 Fax: 403.526.0679

www.matrix-solutions.com

Alberta's

Proud to be one of Alberta's Top 70 Employers for 2016

THIS IS EXHIBIT "30" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From:	Kim Mizera <KimM@rilpa.com>
Sent:	Thursday, August 02, 2018 7:55 PM
To:	David LeGeyt
Cc:	April Cuncannon
Subject:	FW: AES/ OpsMobil Closing 8

#8

Kim Mizera

AIRBORNE
ENERGY SOLUTIONS

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Mon, May 7, 2018 at 4:40 PM
Subject: Fwd: AES/ OpsMobil Closing
To: Mark Horrox <mark@thirdeyecapital.com>
Cc: Matt Braaten <matt.braaten@opsmobil.com>

Mark,

Please see the notes below. As you well know, the environmental reports can not get completed (noted in earlier email) until we make the payment to Matrix promised weeks ago (many cash requests outstanding) and the ISOA can not be completed until the trust funds are sent back. Please advise.

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: Ryan Tobber <ryan.tobber@opsmobil.com>
Date: Mon, May 7, 2018 at 4:37 PM
Subject: Fwd: AES/ OpsMobil Closing
To: Herbert Bactin <herbert.bactin@opsmobil.com>, Dianne Williams <dianne.williams@opsmobil.com>, Karen Thompson <karen.thompson@opsmobil.com>
Cc: Matt Braaten <matt.braaten@opsmobil.com>, lisa. winfield <lisa.winfield@opsmobil.com>

Herb,

Can we get the latest ISOA with un paid details?

Dianne,

Can we get the latest A/R and trust balances to date in the format AES wants them?

Karen,

What is the story with TEC not sending the trust funds back? Please they know we need these back before we can settle the ISOA.

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: Mike Gauthier <MikeG@rilpa.com>
Date: Mon, May 7, 2018 at 2:13 PM

Subject: AES/ OpsMobil Closing
To: Ryan Tobber <ryan.tobber@opsmobil.com>, Herbert Bactin <herbert.bactin@opsmobil.com>, Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: Kim Mizera <KimM@rilpa.com>, Michael W Mudie (mudie@shaw.ca) <mudie@shaw.ca>

OpsMobil Team,

Just wondering if there has been any headway with the deal.

The three items discussed were on our last phone call were:

1. Encroachments
2. Unpaids
3. Environmental reports/holdbacks

Irene – It was my understanding that you were going to speak with Darren regarding the encroachments. Has this been actioned?

Herbert - Has there been any update on the SOA which was to include a current unpaid listing?

Ryan – Any word from TEC or a more definitive timeline for the Phase II reports from Matrix?

Thank you for your work on these items!

Regards,

Mike Gauthier

Accounting Supervisor

Error! Filename not specified.

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 "31" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From: Kim Mizera <KimM@rilpa.com>
Sent: Thursday, August 02, 2018 7:50 PM
To: David LeGeyt
Cc: April Cuncannon
Subject: FW: AR Notification to OpsMobile 6

#6

Kim Mizera

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Thu, May 10, 2018 at 1:59 PM
Subject: Fwd: AR Notification to OpsMobile
To: Mark Horrox <mark@thirdeyecapital.com>
Cc: Matt Braaten <matt.braaten@opsmobil.com>

Mark,

To be clear this will prevent the environmental report completion and the release of the holdbacks.

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

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---------- Forwarded message ---------
From: Shereen Botros <shereen.botros@opsmobil.com>
Date: Thu, May 10, 2018 at 1:56 PM
Subject: Fwd: AR Notification to OpsMobile
To: Ryan Tobber <ryan.tobber@opsmobil.com>, Matt Braaten <matt.braaten@opsmobil.com>

FYI

I tried to get the report for B-25 but the people I know their hands are tied.

Shereen Botros, P.Eng
Director, Engineering & Asset Integrity
Office: 403-930-1719
Cell: 403-466-1543
Safety is a continuing journey, not a final destination

---------- Forwarded message ----------
From: **Blake Louden** <blakel@matrix-solutions.com>
Date: Thu, May 10, 2018 at 1:43 PM
Subject: AR Notification to OpsMobile
To: Shereen Botros <shereen.botros@opsmobil.com>

Hi Shereen, as per our discussion on Monday the email below should provide you with clarity regarding Matrix position regarding the current AR situation with the OpsMobile account. For the time being Matrix is suspending all work on OpsMobile projects. We really hope that this is a temporary situation as we very much value the working relationship that our two companies have. Feel free to call me if you have any questions or concerns.

Sincerely

Blake Louden

Sent from my iPhone

Begin forwarded message:

From: Holly Elrick <helrick@matrix-solutions.com<mailto:helrick@matrix-solutions.com>>
Date: May 9, 2018 at 3:43:31 PM HST
To: Blake Louden <blakel@matrix-solutions.com<mailto:blakel@matrix-solutions.com>>
Cc: Liz Parkin <lizp@matrix-solutions.com<mailto:lizp@matrix-solutions.com>>

Subject: OpsMobil

Hello Blake,
As per our discussions, we unfortunately will need to cease work on all OpsMobil projects immediately and hold any deliverables. Our current outstanding AR totals over $590,000 which is a very material balance for Matrix. My understanding is that your conversation with our client confirmed that OpsMobil is having difficulty securing necessary financing and therefore they are unable to pay the balance outstanding. Given that information, we need to act in the best interest of our employee shareholders and not take on any additional credit risk. My suggestion is that we keep in close contact with OpsMobil to understand their financial circumstance so that we can make informed decisions going forward. If OpsMobil is able to clear the balances over 90 days and provide assurance regarding their financial outlook, we should discuss reinstating work on their projects. I know that our team enjoys working with Shereen and wants to be able to provide great service and support their growing business in the future.

I also understand that we have some issues to resolve with regard the work that Landsong completed on the Wildboy project. Obviously we would like to get that resolved as soon as possible for the benefit of OpsMobil, Landsong and Matrix. It is my understanding that we are working to provide the necessary information to Shereen to resolve that issue (if we have not yet done so) as soon as possible so that we can all move forward with clarity.

The decision to stop work for a client is not an easy one and is particularly tough for our consultants who are excited about the projects and want to deliver great work to our client. My hope is that the payment issue can be quickly resolved with OpsMobil, allowing us to get back to work. Please encourage Shereen or her colleagues to reach out to me directly if they would like to discuss this decision or if they have new information that would influence our decisions going forward.

Thanks Blake,

Holly Elrick, CA
Chief Financial Officer & SVP Information and Services

MATRIX SOLUTIONS INC.
Environment & Engineering
Suite 600, 214-11th Avenue SW Calgary, Alberta T2R 0K1
Direct: 403.727.0622 Office: 403.237.0606 Fax: 403.263.2493
www.matrix-solutions.com<blocked::http://www.matrix-solutions.com/>

THIS IS EXHIBIT "32" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

David LeGeyt

From:	Kim Mizera <KimM@rilpa.com>
Sent:	Thursday, August 02, 2018 7:52 PM
To:	David LeGeyt
Cc:	April Cuncannon
Subject:	FW: AES/ OpsMobil Closing 7

#7

Kim Mizera

Airborne Energy Solutions Inc.
480 Aviation Way N.E.
Calgary, AB T2E 7G3
P: 403-275-3035 | F: 403-275-3312
KimM@rilpa.com

---------- Forwarded message ---------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Mon, May 7, 2018 at 5:20 PM
Subject: Re: AES/ OpsMobil Closing
To: Mark Horrox <Mark@thirdeyecapital.com>
Cc: Matt Braaten <matt.braaten@opsmobil.com>

And in that conversation, I explained that we had to do the transfer due to the delayed TEC transfer (again) and if we didn't make the insurance payment that day (a Tuesday) it was canceled that night. Kim was very pleased we made the payment as I communicated to you.

We are more than happy to seek approval in writing after the fact. I am pretty sure they will blow the deal up once they find out the trust funds are not being transferred back to us which is further frustrated by the coming on 4 week delay due the "holdback" wording changes.

ISOA and trust listing can not be finalized until holdback funds are back. Happy to take suggestions on the "chicken and egg".

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
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On Mon, May 7, 2018 at 5:10 PM Mark Horrox <Mark@thirdeyecapital.com> wrote:

Last time you and I discussed, we talked about the need for something in writing from you re the use of trust funds and Rilpa's ok to do so.

Thanks

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Monday, May 07, 2018 6:49 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: AES/ OpsMobil Closing

Mark,

We have discussed this multiple times....I trust you will clear the issue up below.

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

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---------- Forwarded message ---------
From: Karen Thompson <karen.thompson@opsmobil.com>
Date: Mon, May 7, 2018 at 4:46 PM
Subject: Re: AES/ OpsMobil Closing
To: Ryan Tobber <ryan.tobber@opsmobil.com>
Cc: Herbert Bactin <herbert.bactin@opsmobil.com>, Dianne Williams <dianne.williams@opsmobil.com>, Matt Braaten <matt.braaten@opsmobil.com>, lisa. winfield <lisa.winfield@opsmobil.com>

Ryan, Nicole stated that until she and Mark receive written confirmation that Rilpa approved of us using the $28k to cover the April insurance they will not send the funds back to our trust account.

I spoke to her again about this last Friday.

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 Mon, May 7, 2018 at 4:37 PM, Ryan Tobber <ryan.tobber@opsmobil.com> wrote:

Herb,

Can we get the latest ISOA with un paid details?

Dianne,

Can we get the latest A/R and trust balances to date in the format AES wants them?

Karen,

What is the story with TEC not sending the trust funds back? Please they know we need these back before we can settle the ISOA.

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

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---------- Forwarded message ---------
From: Mike Gauthier <MikeG@rilpa.com>
Date: Mon, May 7, 2018 at 2:13 PM
Subject: AES/ OpsMobil Closing
To: Ryan Tobber <ryan.tobber@opsmobil.com>, Herbert Bactin <herbert.bactin@opsmobil.com>, Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: Kim Mizera <KimM@rilpa.com>, Michael W Mudie (mudie@shaw.ca) <mudie@shaw.ca>

OpsMobil Team,

Just wondering if there has been any headway with the deal.

The three items discussed were on our last phone call were:

1. Encroachments
2. Unpaids
3. Environmental reports/holdbacks

Irene – It was my understanding that you were going to speak with Darren regarding the encroachments. Has this been actioned?

Herbert - Has there been any update on the SOA which was to include a current unpaid listing?

Ryan – Any word from TEC or a more definitive timeline for the Phase II reports from Matrix?

Thank you for your work on these items!

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

THIS IS EXHIBIT "33" REFERRED TO IN THE AFFIDAVIT OF KENNETH I. MIZERA.

SWORN BEFORE ME THIS 3 DAY OF AUGUST, 2018.

A Commissioner for Oaths in and for the Province of Alberta

David LeGeyt
Barrister & Solicitor

GOWLING WLG

June 29, 2018

Darren J. Taylor
Direct +1 403 298 1091
Direct Fax +1 403 695 3541
darren.taylor@gowlingwlg.com
Assistant +1 403 298 1849
File no. V41817

VIA COURIER

Michael W. Mudie Professional Corporation
520 Crescent Road NW
Calgary, Alberta T2M 4A5

Attention: Michael W. Mudie

Dear Sir:

Re: Agreement of Purchase and Sale of Assets between OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. (the "Vendor") and Ariborne Energy Solutions Inc. (the "Purchaser")

We acknowledge receipt of your Trust Letter dated June 27, 2018 enclosing a package of documents and your firm trust cheque in the amount of $1,381,415.00.

As we are unable to accept the trust conditions contained in your trust letter, we are returning herewith, the entire original package of documents as well as the uncashed trust cheque.

Yours very truly,

Gowling WLG (Canada) LLP

Darren J. Taylor
DJT:lmv
Encls.

cc: Irene Stewart via email

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)

PER

Cash to Close less Environmental Holdback

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