CLERK OF THE COURT
FILED
JUL 26 2018
CALGARY, ALBERTA
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Court File Number	1801-09188
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
	IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
	IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, as amended
	and IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE ACT*, RSA 2000, C J-2, as amended
Applicant	AIRBORNE ENERGY SOLUTIONS INC.
Respondent	THIRD EYE CAPITAL CORPORATION
Document	**THIRD AFFIDAVIT OF MARK HORROX**
Address for Service and Contact Information of Party Filing this Document	STIKEMAN ELLIOTT LLP Barristers & Solicitors 4300 Bankers Hall West, 888-3rd Street S.W., Calgary, Canada T2P 5C5 Attention: Guy P. Martel / David M. Price gmartel@stikeman.com / dprice@stikeman.com Tel: (514) 397-3163 / (403) 266-9093 Fax: (514) 397-3493 Lawyers for the Applicant, Third Eye Capital Corporation File No.: 120536-1037

THIRD AFFIDAVIT OF MARK HORROX

Sworn on July 24, 2018.

I, Mark Horrox, of the City of TORONTO, in the Province of ONTARIO, SWEAR AND SAY THAT:

1. I am a Principal at Third Eye Capital Corporation ("TEC"). I have been directly involved with the accounts of OpsMobil Inc. and the other Debtors (as defined below). I have personal knowledge of the matters deposed to in this Affidavit, except when

stated to be based upon information and belief, in which case I believe the same to be true.

2. I am duly authorized to swear this Affidavit on behalf of TEC.

3. This Affidavit is made in response to the material filed by Airborne Energy Solutions Inc. ("**AES**") in Court file number 1801-08383 and in the present proceedings, including the Affidavit of Kenneth Mizera sworn on June 29, 2018 (the "**Mizera Affidavit**"), which I have read, and which I believe omits certain key facts.

I. PROCEDURAL BACKGROUND

4. I am informed of the following procedural developments in connection with the matters discussed in this Affidavit.

5. On June 13, 2018, AES filed a statement of claim in the Court of Queen's Bench of Alberta in Court file number 1801-08383 (the "**AES Action**") against OpsMobil Group Inc. ("**OGI**"), OpsMobil Inc., OpsMobil Energy Services Ltd. (collectively, "**OpsMobil**") and Third Eye Capital Corporation.

6. The AES Action seeks the specific performance of a Purchase and Sale Agreement entered into between OpsMobil and AES on December 14, 2017 (the "**PSA**"), as well as related alternative relief. A copy of the statement of claim filed in the AES Action is marked as **Exhibit "A"** and attached hereto.

7. The relief sought in the AES Action includes the transfer of the ownership, to AES, of certain assets of OpsMobil related to its aerial surveillance and scanning, chemical spraying and local charter business (the "**Business**"), free and clear of the security interests registered on said Business assets by TEC. The Business represents a portion of the overall business and assets of OpsMobil.

8. To this day, the first-ranking security registered by TEC on the assets of OpsMobil remains on the Business assets, however these assets have unofficially been operated by AES since December, 2017.

9. On June 14, 2018, AES was granted a Preservation Order in Court file 1801-08383 (the "**Preservation Order**"), which TEC consented to, in relation to the accounts receivable generated by the Business. A copy of such Preservation Order is marked as **Exhibit "B"** and attached hereto. Pursuant to the Preservation Order, amongst other orders:

    (a) OpsMobil and TEC were enjoined from removing, using, transferring or dealing in any manner whatsoever with the monies held on deposit with the Alberta Treasury Branches, 239-8th Avenue S.W. Calgary, AB in the account described as OpsMobil Account No. 760-00182687579 (the "**Segregated Account**"), until further order of the Court;

    (b) OpsMobil was ordered to deposit any and all revenue received from the Business into the Segregated Account; and

(c) OpsMobil was ordered to provide on an ongoing basis when reasonably requested by AES a full and complete accounting of all revenues collected from the Business together with corresponding invoicing, collection efforts and information related thereto.

10. On June 26, 2018, TEC made an application in this Court file (the "**Receivership Application**") for orders appointing Ernst & Young Inc. as receiver to the assets, undertakings and properties of (i) Ranch Energy Corporation, and (ii) OpsMobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OGI, OpsMobil Construction Inc., OpsMobil Energy Services Inc., K.L. Capital Corp (collectively, the "**Debtors**"), the whole pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**") and section 13(2) of the *Judicature Act*, RSA 2000, c. J-2.

11. On June 29, 2018, AES filed the Mizera Affidavit in the present Court file in opposition to TEC's Receivership Application and in support of an order permitting AES to continue to prosecute the AES Action.

12. On July 4, 2018, in light of the Receivership Application and a competing petition for the issuance of an initial order filed by the Debtors pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**"), this Court issued an Order for Interim Stay in Court file number 1801-09424 (the "**Interim Stay Order**"). Pursuant to the Interim Stay Order the CCAA Application was adjourned to July 10, 2018, to be heard in conjunction with the Receivership Application.

13. On July 10, 2018, this Court issued, with the consent of the parties, an initial order pursuant to the CCAA (the "**Initial Order**") in Court file number 1801-09424 and TEC's Receivership Application was adjourned *sine die*.

14. On July 19, 2018 in light of the evolving circumstances of the file including the financial situation of the Debtors, this Court issued orders (the "**Receivership Order**") granting the Receivership Application, appointing Ernst & Young Inc. (the "**Receiver**") as receiver to the assets of the Debtors and suspending the proceedings of the Debtors under the CCAA.

15. In the Interim Stay Order, the Initial Order and the Receivership Order, the rights of AES were preserved, in that these orders provide that (i) AES continues to be in possession of and to operate the Business; (ii) the revenues arising from the Business continue to be dealt with as contemplated by the Preservation Order; and (iii) the super-priority charges created pursuant to the orders issued in the various proceedings will not attach to the Business assets and revenues arising therefrom if it is determined, by final decision of this Court, that AES is entitled to same.

16. I make this Affidavit to supplement the evidentiary record, including the Mizera Affidavit of June 29, 2018, which I believe omits certain key facts with respect to TEC's role in closing a transaction pursuant to the PSA and the related documentation and goes to great lengths to attempt to characterize TEC's conduct as "*high-handed*" and "*malicious*".

II. THE PROPOSED AND UNCONSUMMATED SALE TRANSACTIONS

A. The First Unconsummated Transaction: December 21, 2016

17. Not mentioned in the AES Action is the fact that one year prior to the Term Sheet referred to below, on December 21, 2016, OGI and Classic Helicopters Ltd. ("**Classic**"), an entity owned and controlled by Kenneth Mizera, entered into a non-binding letter of intent (the "**LOI**") for a proposed merger (the "**Business Combination**") of all of OGI's and certain of Classic's aviation related assets, as defined more fully in the LOI. A copy of the LOI is marked as **Exhibit "C"** and attached hereto.

18. The consummation of this Business Combination was a Critical Forbearance Covenant of OpsMobil (as defined in the Second Horrox Affidavit).

19. In March 2017, despite numerous assurances by OGI and Classic of their intention to close the transaction, Classic walked away from the deal, citing a failure of due diligence.

20. Such due diligence failure was surprising and disappointing given that Classic and Rilpa Enterprises Ltd. ("**Rilpa**"), another entity controlled by Kenneth Mizera, were already significant suppliers to OpsMobil, and were intimately aware of OpsMobil's financial stress and need to consummate the Business Combination, not least due to the ongoing failure by OpsMobil to pay its bills to Rilpa and Classic when due (a situation that has continued through to the present day), as appears from a copy of a spreadsheet dated August 5, 2016 that outlines the outstanding invoices of the Rilpa account, a copy of which is market as **Exhibit "D"** and attached hereto.

B. The Second Unconsummated Transaction: December 20, 2017

21. On November 21, 2017, OGI, as Seller, and 1729613 Alberta Ltd., as Purchaser, entered into a non-binding term sheet (the "**Term Sheet**") for the proposed purchase of the Business. A copy of the Term Sheet is marked as **Exhibit "E"** and attached hereto.

22. As appears from the Term Sheet:

    (a) The purchased assets included the Seller's Whitecourt property leases, five Cessna 172 S and R aircraft, one Piper PA31 aircraft, a Bell 206 helicopter and other operational equipment and customer contracts;

    (b) The Purchase Price (as defined therein) was $3,275,000 excluding applicable taxes;

    (c) Over half of the Purchase Price would be paid "*through the offset and retirement of the accounts payable owed by the Seller (including its affiliates) in the total agreed upon amount of $1,748,652.23 CAD*" (the "**Accounts Payable Offset**");

    (d) The closing of the transaction was to be completed "*by December 20, 2017 or such earlier or later date as may be agreed upon in writing by the Seller and Buyer*"; and

(e) The Seller was required to provide confirmation, to AES, of TEC's consent to the proposed transaction pursuant to the Term Sheet.

23. I believe that Kenneth Mizera and the entities he controls knew about the Debtors' dire financial circumstances, that this situation was the genesis of the proposed transaction and that the Accounts Payable Offset was included in the transaction as a means for the Purchaser to ensure that these unsecured accounts receivables would be paid in priority to the other creditors of the Debtors in the event of an insolvency.

24. On November 21, 2017, TEC acknowledged the Term Sheet on the understanding that it did not create a binding obligation on any of the parties to proceed with the transactions contemplated by the Term Sheet, as clearly stated in the Term Sheet:

> "*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.*"

25. Specifically, TEC's acknowledgement of the transaction reflected by the Term Sheet was premised on the fact that TEC would receive 100% of the cash portion of the Purchase Price, namely $1,526,347.77 on or around December 20, 2017.

26. The short window to close the deal of one month memorialized in the Term Sheet accurately reflected the spirit of the transaction, namely that the deal was being undertaken to solve critical business issues for each party, in particular:

(a) Rilpa had not been paid by OpsMobil for months;

(b) OpsMobil's financial condition was continuing to deteriorate such that the company could not afford to continue to run the Business given its negative profitability under OpsMobil's management; and

(c) AES/Rilpa had an intimate knowledge of the assets they were bargaining to purchase, as they interacted with, worked on and visited those assets continuously, such that AES/Rilpa did not require a lengthy due diligence period and agreed to the targeted closing date of December 20, 2017.

27. Additionally, the parties to the Term Sheet were well aware that TEC's written consent to the final transaction was required and knew that such consent could not simply be obtained via TEC's acknowledgement of the non-binding Term Sheet.

28. On November 28, 2017, correspondence exchanged between TEC and Michael Rempel at OpsMobil reflected the mutual understanding that TEC's written consent to the transaction was required based on definitive documentation. A copy of this correspondence is marked as **Exhibit "F"** and attached hereto.

29. Throughout the month of December 2017, TEC and the other parties collaborated on the preparation of draft Payout Letters, a draft of TEC's written consent and a No

Interest letter which AES and the Vendors had requested of TEC, as demonstrated by a copy of the emails exchanged on December 4 and December 13, 2017, marked as **Exhibit "G"** and attached hereto.

30. Specifically, on December 5, 2017, prior to the PSA being signed, TEC communicated to OpsMobil that TEC's consent should be specifically listed as a closing deliverable and that it would need to review additional schedules to the PSA before it was willing to consent to the transaction, as appears from an email of December 5, 2017 included in Exhibit "G".

31. On December 14, 2017, the PSA was signed between OpsMobil, as vendors (the "**Vendors**") and AES, as purchaser. The PSA contains terms similar to those in the Term Sheet, including the Accounts Payable Offset, and the Vendors were required to transfer the assets free and clear of all encumbrances on the Business assets, the whole as reflected in a copy of the PSA marked as **Exhibit "H"** and attached hereto. It is notable however that AES and OpsMobil did not, despite TEC's specific request to do so, list TEC's consent as a specific closing deliverable in Section 6.2 of the PSA.

32. That same day, a Transition Services Agreement ("**TSA**") was signed between the Vendors and AES, a copy of which is marked as **Exhibit "I"** and attached hereto. The TSA contemplated that OpsMobil would provide transition services to AES in relation to the Business being purchased by AES under the PSA. In my view, the fact that the transaction contemplated in the PSA never closed calls into question the survival of the terms of the TSA.

33. On December 14, 2017, Ryan Tobber forwarded an email chain from Kenneth Mizera with what we believed to be advanced drafts of the PSA, including its Schedule A (but excluding its other schedules), which TEC reviewed internally. TEC became concerned on review that the comments it provided to OpsMobil around the transaction had been largely ignored, as appears from an email from Casey Howell to myself dated December 14, 2017, a copy of which is marked as **Exhibit "J"**.

34. TEC was only informed that the PSA had been signed by OpsMobil on December 19, 2017, whereupon TEC noted that multiple critical documents required to affect the transaction were still in draft form, including the TEC Consent and Payout Letter. On receiving the news that the deal was indeed signed, TEC informed OpsMobil to close the transaction as soon as possible to avoid "*scrambling the egg*" any more than necessary between OpsMobil and Rilpa.

35. OpsMobil informed me that the parties were targeting a January 11, 2018 close, some three weeks later than anticipated in the Term Sheet, to which I noted that the longer the deal was delayed, the less likely it would be that the deal would close, as there was increasing risk that events unrelated to the Business could overtake OpsMobil to undermine its solvency.

36. In the same conversation, Ryan Tobber informed me that Rilpa had asked for a No Interest Letter concerning spare parts installed into the aircraft they would be operating. I specifically responded that a No Interest Letter would be inappropriate as

it would reduce the pressure on closing a deal quickly, which must be the parties' focus given OpsMobil's liquidity condition at that time.

B. Persistent Delays After the Second Proposed and Unconsummated Transaction

37. Throughout January 2018, the Vendors worked on compiling a list of lien discharge registrations under the PPSA and International Registry which they would require to be listed in the No Interest letter being sought from TEC, as demonstrated by a copy of the correspondence from Vendors' counsel between January 16-19, 2018, marked as **Exhibit "K"** and attached hereto.

38. The foregoing compilation of information to be inserted into the No Interest letter sought from TEC occurred approximately one month following the closing date which had been anticipated in the Term Sheet, namely December 20, 2017.

39. On February 12, 2018, Ryan Tobber of OpsMobil indicated to TEC an intention to close the transaction on February 15, 2018, with a copy of such correspondence providing evidence for such discussions marked as **Exhibit "L"** and attached hereto. However, it became clear that this anticipated closing date of February 15, 2018 was not going to be met.

40. On February 13, 2018, counsel for OpsMobil raised an issue as regards to the closing mechanics, more specifically as they relate to the payment of monies, the undertaking to be provided to the purchaser and the undertaking of TEC's counsel to discharge TEC's registrations once the funds were paid, as demonstrated by an email from OpsMobil's counsel of February 13, 2018 and a reply from TEC on February 14, 2018, with a copy of such correspondence marked as **Exhibit "M"** and attached hereto.

41. On February 15, 2018, OpsMobil's counsel indicated that the date of closing was "*changing from day to day*", with a copy of such correspondence marked as **Exhibit "N"** and attached hereto.

42. On February 26, 2018, a draft of a Trust Letter was circulated to address the perceived closing mechanics issues raised on February 13, 2018, a copy of which correspondence is marked as **Exhibit "O"** and attached hereto. The contents of the Trust Letter draft were complex. As a result, this Trust Letter draft instilled considerable ambiguity into negotiations which – at this point – were occurring upwards of two months after the initial closing date of December 20, 2017.

43. Throughout the month of March 2018, the Trust Letter and No Interest letter continued to be negotiated, as reflected by a copy of correspondence dated March 8-20, 2018 marked as **Exhibit "P"** and attached hereto.

44. It became abundantly clear at such time that AES was unwilling to close the transaction without additional environmental diligence with respect to the Whitecourt property, which formed part of the purchased assets. Such diligence would not be possible until at least April 2018, four months following the original proposed closing date, given the snow and freezing conditions at the time.

45. Contrary to AES's allegations, it was therefore AES that was unwilling or unable to close the original transaction upon the terms agreed to, despite the willingness, at that time, of TEC and OpsMobil. Despite these delays, TEC continued to work with the parties to determine if a deal could be concluded.

46. As can be seen from the email correspondences mentioned above, it is clear that AES's allegations in the AES Action that TEC's conduct was "*high-handed, calculated and malicious*" are completely unfounded and such allegations are meant to inflame this issue and attempt to mischaracterize TEC's role and involvement in this matter.

C. The Third Unconsummated Transaction: May 2018

47. On April 19, 2018, Vendors' counsel communicated a revised Trust Letter to TEC, demanding that a new transaction be considered by TEC and OpsMobil (the "**New Transaction**"), wherein the cash portion of the Purchase Price would be significantly reduced by approximately $475,000 comprised of: (i) $250,000 holdback to cover any environmental issues; (ii) $150,000 to cover unpaid expenses which AES intended to pay on the Vendors' behalf, and which were to be true-up in the Interim Statement of Adjustments post-closing; and (iii) a $75,000 holdback to cover any claims, issues or costs related to an encroachment issue that had arisen at the Whitecourt property (the "**Holdback Amounts**"), the whole as reflected in **Exhibit "Q"** and attached hereto.

48. Given the stalling tactics undertaken by AES throughout the four months following the initial December 20, 2017 closing date, and the introduction of this late requirement to materially reduce the cash purchase price in its favour by $475,000 (or over 30% to the original agreement), TEC was understandably reluctant to consent to the New Transaction being demanded by AES.

49. Specifically, TEC noted that the Vendors were requesting to sell $3,275,000 of assets in which TEC had first lien security for: (i) cash proceeds of $1,059,339; (ii) a write-off of unsecured accounts payable in the form of the Accounts Payable Offset of approximately $1,750,000, and (iii) the possibility of the Vendors, and therefore TEC, being paid the $475,000 in holdbacks, if the Vendors satisfied the new criteria in the Trust Letter by the deadlines required by AES. In other words, if the new criteria in the Trust Letter were not met, AES would not need to advance any additional funds and thereby benefit from a windfall. In TEC's opinion, the new criteria being imposed by AES were drafted entirely in AES's favour and were not reasonable.

50. TEC evaluated the foregoing in light of the Vendors' history of mismanagement and considered that the Vendors' management would not be incentivized to satisfy the conditions required for the payment of the Holdback Amounts, the New Transaction provided considerable discretion in favour of AES to not pay Holdback Amounts, and the Holdback Amounts, if paid, would be paid, in the case of the Environmental Holdback, up to 90 days post-closing. TEC made it known that it would not consent to the proposed New Transaction. Rather, TEC required management of the Vendors to insist on the initial transaction with the approximately $1,526,348 cash Purchase Price and no Holdback Amounts, which was the deal TEC had put so much time and effort into supporting for over four months.

51. On or around the start of May, 2018, I asked Ryan Tobber why he believed AES was taking so long to close the transaction. Ryan Tobber informed me that it was his belief that, by delaying the transaction to May, AES had effectively forced OpsMobil to finance the Business through its seasonally low months, which was economically advantageous to AES, as the closing dynamics agreed to in the PSA anticipated OpsMobil continuing to fund the costs of the Business up until closing, whereas revenue earned and collected from November 1, 2017, the effective date of the transaction, would be segregated into an OpsMobil trust account despite the fact that the transaction had not been consummated.

52. Ryan Tobber also indicated to me in the same conversation that because the Business was, at the time, entering the summer months, which are seasonally the commercial aviation industry's strongest months, he expected that AES's desire to finalize negotiations and close the transaction would increase significantly.

53. Given the Vendors' management acceptance of the proposed New Transaction and refusal to insist on the parameters of the original transaction with AES, TEC undertook to negotiate directly with AES (with the permission of OpsMobil) with the aim of protecting as far as possible the economics and structure of the original deal. Through May 2018, and despite its initial reluctance, TEC engaged in negotiations directly with AES with respect to the quantum and terms of the Holdback Amounts.

54. On May 10 , 2018, I had a conversation with Kenneth Mizera of AES with respect to environmental reports and closing issues, the basic terms of which are set forth in an email from myself to Ryan Tobber of OpsMobil, a copy of which is marked as **Exhibit "R"** and attached hereto.

55. I conveyed the message that TEC's willingness to move forward with the revised version of the New Transaction was conditional on a closing taking place as soon as possible, as illustrated by my reply of May 10, 2018, to Ryan Tobber's inquiry as to when a closing would take place ("*Closing ASAP*"), included in Exhibit R. It was also always clear to the parties that TEC's consent to any transaction, and the release of its security over the assets being sold, would remain conditional upon the provision of final documentation.

56. Despite TEC's clear willingness to move towards an expedient closing and compromise on terms which had been forced onto it by AES's behaviour, AES and the Vendors failed to provide any of the necessary revised closing documentation, nor any communications whatsoever, over the course of the next 18 days.

57. On May 22, 2018, Ryan Tobber stated that the deal was targeted to close May 25, 2018. However, no new drafts of the outstanding documentation were provided to TEC.

58. On May 28 and 29, 2018, AES and the Vendors finally provided a revised Trust Letter and indicated a willingness to close either May 30, 2018 or June 4, 2018, with a copy of such correspondence marked as **Exhibit "S"** and attached hereto.

59. However, in the span of time between May 10 and May 28, in light of numerous ongoing requests for financial assistance to pay for a myriad of significant operational issues at OpsMobil and Ranch, TEC had independently reached the conclusion that the best way to protect its interests in the assets of the Debtors would be to enforce its security and appoint a receiver under the *BIA*. It should be noted that the Business constitutes only a small part of the overall business and operations of the Debtors, who were facing issues on several different fronts at the time.

60. On June 6, 2018, TEC served its notices on the Debtors under section 244 *BIA*.

61. In light of the foregoing, it is misleading to state that "*TEC has obstructed the closing of the PSA and has acted in bad faith*", as is alleged at paragraph 25 of the Mizera Affidavit. By May 2018, the contracting parties had effectively been unable to finalize any of the versions of the proposed transaction which had initially been scheduled to close on December 20, 2017, the proposed terms of which had been changed numerous times by AES in order to benefit itself.

62. In reality, TEC worked diligently towards the consummation of the transaction for several months, far longer than had been expected given the new hurdles and requirements demanded by AES, particularly in February and April of 2018, and ultimately indicating it was prepared to formally consent to a deal which was significantly less favourable to TEC based on AES's unilateral changes to the cash purchase price it was offering, if AES and the Vendors could provide documentation in a timely manner – which they failed to do. Therefore TEC was never able to consent to any transaction which the parties were ready and able to close.

63. The repeated delays by AES throughout the period from December 2017 to May 2018 are unfortunate, given that AES had intimate knowledge of OpsMobil's increasing insolvency (which fact alone was, in my view, the very reason AES negotiated the Accounts Payable Offset in November 2017), and I believe AES ought to have known that by delaying the deal for months, it ran the risk of events unrelated to the Business forcing OpsMobil into insolvency proceedings.

64. In addition, the closing mechanics adopted by OpsMobil and AES were never intended to cover such a long pre-closing period. I believe that the repeated delays introduced by AES over the course of 5 months, in closing a transaction that was supposed to close in December 2017 in order to solve exigent business needs at the time, represented an attempt by AES to increase financial pressure on OpsMobil in the hope that AES would profit further from OpsMobil's perilous financial condition.

65. Neither the initial transactions nor the New Transaction were ever consummated. At no time did TEC provide its formal signed consent to any transaction, a requirement that both parties to the transaction knew was required in order to release TEC's security interest in the Business's assets.

III. CONCLUSION

66. For several months, TEC played an active role in negotiations and demonstrated a willingness to close the sale to AES in a timely manner, despite persistent and repeated delays caused by the Vendors and AES.

67. The delays and modified transaction terms introduced by the Vendors and AES meant that the parties did not secure TEC's consent, nor were they able to close their proposed transactions prior to the insolvency proceedings which TEC undertook in order to protect its broader interests in the assets of the Debtors.

68. In my view, in light of the fact that the transaction reflected in the PSA includes a significant Accounts Payable Offset and that insolvency proceedings were undertaken in respect of the Debtors after the transaction was negotiated, there are major issues with respect to the relief sought in the AES Action:

(a) Even if specific performance was available as a remedy to force a closing of the transaction with AES, the transaction itself, if it were to close, may be reviewable under sections 95 and 96 of the BIA;

(b) The Debtors are under receivership and a sale of their assets requires the participation of the Receiver and the approval of this Court, which in turn, requires that the usual criteria be met, particularly in circumstances where the proposed sale is objected to by the only secured creditor that is affected by the transaction.

69. I swear this affidavit in support of TEC's contestation of the AES Action and not for any improper purpose.

SWORN (OR AFFIRMED) BEFORE ME at the City of Toronto, Ontario, this 24th day of July, 2018.

Notary Public/LAWYER 54004R

NOTARY PUBLIC ONTARIO

This is Exhibit "A" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Form 10

Alberta Rules of Court

Rule 3.25

CLERK OF THE COURT
FILED
JUN 13 2018
JUDICIAL CENTRE
OF CALGARY

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

NOTICE TO DEFENDANT(S)

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

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

Statement of facts relied on:

PARTIES

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

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

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

TERM SHEET, PSA and TSA

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

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

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

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

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

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

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

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

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

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

(a) was committed to the purchase and sale;

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

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

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

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

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

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

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

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

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

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

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

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

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

LENDER IN POSSESSION

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

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

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

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

POSSESSION AND OPERATION OF THE BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BREACH OF TRUST

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

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

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

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

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

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

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

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

BREACH OF PSA FINAL CLOSING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOOD FAITH AND FAIR DEALINGS

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

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

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

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

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

UNJUST ENRICHMENT, RESTITUTION AND CONSTRUCTIVE TRUST

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

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

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

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

CONDUCT OF TEC

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

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

Remedy sought:

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

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

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

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

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

Business accruing on and after the Effective Date;

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

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

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

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

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

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

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

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

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

NOTICE TO DEFENDANT(S)

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

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

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

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

This is Exhibit "B" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Alberta Rules of Court
Rule 1

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

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

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

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

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

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

IT IS ORDERED THAT:

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

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

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

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

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

invoicing, collection efforts and information related thereto.

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

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

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

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

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

" K. Eidsvik "

Justice of the Court of Queen's Bench of Alberta

This is Exhibit "C" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

CONFIDENTIAL
INDICATION OF INTEREST

This indication of interest (the "***IOI***") outlines certain matters that have been discussed and agreed to in principle between OpsMobil Group Inc. and Classic Helicopters Ltd. (collectively referred to herein as the "***Parties***" and individually referred to herein as a "***Party***").

The subject-matter of this IOI is a proposed business combination (the "***Business Combination***") between the Parties, with the purpose of combining certain aviation asset holdings and operations into a single, jointly held entity ("***NewCo***"), as set forth herein.

Parties:

- OPSMOBIL GROUP INC. ("***OpsMobil***") a corporation incorporated under the laws of the Province of Alberta

- CLASSIC HELICOPTERS LTD. ("***Classic***"), a corporation incorporated under the laws of the Province of Alberta

NewCo's business model (the "***Business Model***") shall be as follows:

- Aircraft Leasing
- Fixed Base Operations, including fuel supply
- Maintenance, Repair and Overhaul
- Schedule Maintenance and Repair

Transaction:

- The Business Combination shall be completed on or before February 17, 2017. The Parties acknowledge and agree that the final structure under the Business Combination and the specific transactions to achieve the Business Combination shall be subject to legal, regulatory and tax advice provided to the Parties. Subject to that qualification, the Business Combination shall consist of the following steps and transactions:

- The Parties shall establish NewCo to undertake the Business Model. The initial board of directors of NewCo shall be comprised of Ryan Tobber, Kim Mizera and a third individual to be jointly agreed upon by the Parties.

- Each of the Parties shall transfer select Assets to NewCo as per the attached Schedule

- For the purposes of this IOI, "Assets" means, with respect to a Party, all assets owned by the Party or, as applicable, an affiliate of that Party (whether under capital leases or otherwise) that are: i) real property ii) fixed and rotary wing aircraft including all attached equipment, avionics, logs books, manuals and record related thereto, and iii) all aircraft engines, rotables, (rotors and blades), expendables and other aircraft appliances, spare parts and inventory.

Financing and Security:

- It is understood and agreed by the Parties that all current financing and security interests related to the Assets shall be retired (insofar as such financing relates to the Assets but not otherwise) and replaced by new financing (the "***Financing***") of NewCo, such financing to be provided by Third Eye Capital ("***TEC***"). This being subject to the Parties approval of such financing Terms with Third Eye Capital

Conditions to Completion of the Business Combination:

Among other conditions:

- receipt of a Financing term sheet from TEC, satisfactory to the Parties acting reasonably;

- as applicable, execution of all Transaction Documents (as defined below);

- the Assets being free and clear of all encumbrances other than those acceptable to the Parties and TEC; and

- no material adverse change having occurred to the Assets or the business and affairs of OpsMobil and its affiliates.

Transaction Documents:

The Transaction Documents shall include, but not necessarily be limited to:

- constating documents of NewCo, executed by the Parties and filed, as applicable;
- a definitive purchase and sale agreement for each sale of Assets between each Party and NewCo;
- all agreements and other documents relating to the Financing; and
- all documents to be prepared and filed with the applicable regulatory authors relating to NewCo and its operations.

Access to Information:

Each Party and its respective accountants, legal counsel, technical and financial advisors shall be entitled to, subject to obtaining any necessary third party consents, reasonable access during normal business hours to all of the other Party's properties, information and records relevant for the purposes of the Business Combination including, but not limited to buildings, equipment, assets, books, contracts, financial statements, forecasts, financial projections, studies, records, databases, operating permits and licenses and any other documentation (whether in writing or stored in computerized, electronic, disk, tape, microfilm or any other form) or materials of any nature whatsoever, for the purposes of conducting legal, tax and financial as well as technical due diligence investigations.

Execution:

This IOI may be executed in one or more counterparts and/or by facsimile and email scan. Each such counterpart document shall for all purposes be deemed to be an original, and all such counterparts documents shall together constitute one and the same IOI.

Signature Page Follows.

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

Opsmobil Group Inc.

Signature:______________________________

Name and Title : Ryan Tobler President + CEO

Date: Dec 21/16

Classic Helicopters Ltd.

Signature:______________________________

Name and Title : Kenneth Mizera President

Date: Dec/21/16

Asset contribution from OpsMobil		
Turbine fleet		
EC120 - GEMK	OpsMobil Group Inc	716,850
Bell 206B - C-FZGP	OpsMobil Group Inc	211,950
Bell 206B - C-GJEL	OpsMobil Group Inc	0
Bell 206B - C-GTEZ	OpsMobil Group Inc	307,800
Bell 206B - C-GTQU	OpsMobil Group Inc	213,300
Bell 206B - C-GXAG	OpsMobil Group Inc	260,550
AS 350 FX2 - C-FXDM	OpsMobil Group Inc	750,600
AS 350 FX2 - C-GOFX	OpsMobil Group Inc	765,450
AS 350 BA - C-GREV	OpsMobil Group Inc	503,550
Piston fleet		
R44 II - C-FKAR	OpsMobil Group Inc	135,000
R44 II - C-FAJB	OpsMobil Group Inc	187,650
R44 II - C-FANE	OpsMobil Group Inc	135,000
R44 II - C-FDOZ	OpsMobil Group Inc	135,000
R44 II - C-FDPA	OpsMobil Group Inc	135,000
R44 II - C-FDPI	OpsMobil Group Inc	135,000
R44 II - C-FDPN	OpsMobil Group Inc	135,000
R44 II - C-FDQG	OpsMobil Group Inc	135,000
R44 II - C-FEHD	OpsMobil Group Inc	135,000
R44 II - C-FHZE	OpsMobil Group Inc	135,000
R44 II - C-FHZI	OpsMobil Group Inc	135,000
R44 II - C-FHZJ	OpsMobil Group Inc	232,200
R44 II - C-FHZK	OpsMobil Group Inc	135,000
R44 II - C-FHZL	OpsMobil Group Inc	202,500
R44 II - C-FHZN	OpsMobil Group Inc	135,000
R44 II - C-FVAE	OpsMobil Group Inc	135,000
R44 I - C-GAEE	OpsMobil Group Inc	157,950
R44 I - C-GAEJ	OpsMobil Group Inc	135,000
R44 II - C-GZXG	OpsMobil Group Inc	135,000
R44 II - C-GRDT	OpsMobil Group Inc	178,200
R44 - C-GJAG	OpsMobil Group Inc	135,000
Fixed wing fleet		
U206 C-GYFK	OpsMobil Group Inc	147,759
172S C-GFXS	OpsMobil Group Inc	169,193
172S C-GAEN	OpsMobil Group Inc	169,700
172R C-FIGL	OpsMobil Group Inc	201,558
172R C-GDHR	OpsMobil Group Inc	209,744
Piper PA 31-310 - Navajo	OpsMobil Group Inc	228,671
Land/Building/Equipment		
High Level - Hanger	OpsMobil Group Inc	1,000,000
Whitecourt Hanger	OpsMobil Group Inc	2,750,000
Rainbow Lake - mobile home (2)	OpsMobil Group Inc	340,000
Rainbow Lake - Hanger	OpsMobil Group Inc	1,100,000
Fuel Tanks	OpsMobil Group Inc	450,000
Various aircraft equipment	OpsMobil Group Inc	2,000,000
Rocky Mountain House	OpsMobil Group Inc	350,000
Leopard 48 - Catamaran	1859851 Alberta Ltd	1,050,987
TOTAL		**17,016,162**
TOTAL UNENCUMBERED ASSETS		**24,077,816**

Classic Assets		
Astar FXII - C-FHAP	Classic Helicopters Ltd	1,026,000
Astar BA - C-FHAK	Classic Helicopters Ltd	745,200
Astar FXII - C-FHAU	Classic Helicopters Ltd	922,050
Astar FXII - C-FXAH	Classic Helicopters Ltd	1,094,850
Astar FXII - C-FXBP	Classic Helicopters Ltd	406,350
Astar FXII - C-FXED	Classic Helicopters Ltd	859,950
Astar FXII - C-FXEJ	Classic Helicopters Ltd	591,300
Astar FXII - C-GRAF	Classic Helicopters Ltd	540,000
Ops gear & inventory		875,954
TOTAL		**8,112,641**

This is Exhibit "D" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

OPS MOBIL

8/5/2016

OUTSTANDING INVOICES RILPA ACCOUNT

Unpaid Parts not delivered								
Date	Invoice	PO	Description	Amount	GST	Total		Notes
6/1/2016	R42877	Need	Special screws on order	3,270.00	163.50	$3,433.50	USD	XED
5/3/2015	R42809	A-7018	Wear Plate	$459.33	$22.97	$482.30	USD	HAU
5/3/2015	R42810	A-7019	TR Servo	$9,875.00	$493.75	$10,368.75	USD	XEJ
5/3/2015	R42813	A-7023	Blade Assy (2 Sets)	$242,800.00	$12,140.00	$254,940.00	USD	TQU/ZGP
5/3/2016	R42816	A-7027	Epicyclic	$7,500.00	$375.00	$7,875.00	USD	XHP
5/3/2016	R69380	A-7025	Light, lamp	$1,028.58	$51.43	$1,080.01	USD	EMU
5/12/2016	R42817/R69661	A-7044	Blower, , mis parts	$3,204.37	$160.21	$3,364.58	USD	VYI
5/17/2016	R69495	A-7060	Switchs	$698.25	$34.91	$733.16	USD	XAG
6/2/2016	R69655	A-7088	Straps	$5,900.00	$295.00	$6,195.00	USD	
6/3/2016	R69658	A-7090	Rear View Mirror	$375.75	$18.79	$394.54	USD	WO 22210
6/8/2016	R69691	A-7099	Oil & Hydraulic Fluid	$193.20	$9.66	$202.86	USD	Whitecourt Hanger
6/8/2016	R60345	A-7101	Filter, Co2 Detector	$113.60	$5.68	$119.28	USD	AC not given
6/9/2016	R69707	A-7104	Pitch Rod, Blade, bearings	$10,049.57	$502.48	$10,552.05	USD	C-FETD
6/16/2016	R69770	A-7115	Filter Housing Cap	$366.66	$18.33	$384.99	USD	
6/16/2016	R69772	A-7093	Hose Assy , Valve Assy, Grease	$1,022.00	$51.10	$1,073.10	USD	TQU & TYU
6/20/2016	R69793	A-7123	Defog Blower	$750.00	$37.50	$787.50	USD	TQU
6/28/2016	R42843	3505	M/R Transmission 206-040-002-025 S/N AE	$25,323.95	$1,266.19	$26,590.14	USD	TEZ
7/4/2016	R69908	3496	ELT	$654.05	$32.70	$686.75	USD	ETD
7/5/2016	R69914	A-7145	Lever	$802.75	$40.14	$842.89	USD	TQU
7/4/2016	R42853	A-7136	Fuel Pump	$13,750.00	$687.50	$14,437.50	USD	
7/4/2016	R48252	A-7136	PT Governor	$11,250.00	$562.50	$11,812.50	USD	
7/11/2016	R42858	A-7147	Seal, Sealant, Bolt Tqu / Connector harness	$490.17	$24.50	$514.67	USD	TQU/TYU
7/14/2016	R62861	3519	Tail Rotor Assy	$1,140.00	$57.00	$1,197.00	USD	
7/15/2016	R42866	A-6980	Nuts	$22.00	$1.10	$23.10	USD	
7/15/2016	R42878	XHP	Engine LT101 Engine @Intermountain XHP	$97,549.92	$4,877.49	$102,427.41	USD	XHP
7/20/2018	R42869	A-7178	Bleed Air Blower	$1,600.00	$80.00	$1,680.00	USD	TEZ
7/20/2016	R42870	A-7180	Adapter	$2,362.65	$118.13	$2,480.78	USD	HPO/XAG
7/20/2016	R42871	A-7166	Hose Assy	$923.62	$46.18	$969.80	USD	XEJ
7/21/2016	R42874	A-7184	Rod Gas	$426.38	$21.31	$447.69	USD	HCT
7/25/2016	R42875	A-7190	Parts	$2,639.44	$131.97	$2,771.41	USD	OFX
7/25/2016	R42876		T/R Assy XEJ	$35,000.00	$1,750.00	$36,750.00	USD	XEJ
7/26/2016	R42882	3497	Starter Generator	$2,308.05	$115.40	$2,423.45	USD	
7/25/2016	R42875	A-7190	Bearing , Nut	$2,639.44	$131.97	$2,771.41	USD	GOFX
7/25/2016	R42879	A-7194	Lock Plate	$20.90	$1.05	$21.95	USD	HCT
7/29/2016	R42891	A-7203	Shaft Fittings Seal	$0.00	$0.00	$0.00	USD	HAK
7/29/2016	R42894	A-7205	Element Fuel Filters	$313.98	$15.69	$329.67	USD	HAU
7/29/2016	R42895	A-7206	Reel Buckle	$0.00	$0.00	$0.00	USD	HAU
8/1/2016	R42896	A-7207	Fuel Filteres packings	$316.48	$15.82	$332.30	USD	OFX
8/1/2016	R42897	A-7208	Fuel Filteres packings	$316.48	$15.82	$332.30	USD	XED
8/1/2016	R42848	A-7209	Fuel Filteres packings	$316.48	$15.82	$332.30	USD	HAP
8/1/2016	R48989	A-7210	Fuel Pump	$13,750.00	$687.50	$14,437.50	USD	HAP
8/1/2016	R42900	A-7211	PT Governor	$4,500.00	$225.00	$4,725.00	USD	HAP
8/1/2016	R42901	A-7212	Servo	$3,830.00	$191.50	$4,021.50	USD	XED
8/3/2016	R42904	A-7215	Fuel Control	$8,950.00	$447.50	$9,397.50	USD	C-FHHA
8/3/2016	R42905	A-7216	Lubricant	$134.10	$6.70	$140.80	USD	
				$518,937.15	$25,946.79	$544,883.94	USD	

Parts Delivered without payment								
6/2/2016	R69648	3471	M/R Transmission SN BKW164	$31,727.42	$1,586.37	$33,313.79	USD	TQU/ZGP
6/2/2016	R69647	3470	Freewheel S/N B12-539	$11,193.56	$559.68	$11,753.24	USD	TEZ / TQU
6/27/2016	R69853	A-7131	Spherical Stops	$27,000.00	$1,350.00	$20,677.76	USD	Credit of 7,672.25
6/30/2016	R69959	Interest	Interest for June 2016	$970.76	$0.00	$970.76	USD	
7/19/2016	R70042	A-7014	Engine rental July 15-31/16	$2,550.00	$127.50	$2,677.50	USD	HAU rental
8/2/2016	R70129	A-7014	Engine rental Aug 1-15/16	$2,550.00	$127.50	$2,677.50	USD	HAU Rental
			Total Rilpa USD	**75,991.74**	**3,751.05**	**$72,070.55**	**USD**	
Rilpa Machines								
6/16/2016	R69773		Freight	29.01	1.45	30.46	CND	
6/16/2016	R69766	1341	Freight	45.31	2.27	47.58	CND	
6/17/2016	R69774	A-7071/A-7061	Freight	44.47	2.22	46.69	CND	
6/30/2016	R69828	HPO	HPO July hours	22,500.00	1,125.00	23,625.00	CND	
6/30/2016	R69829	TYU	TYU July Hours	4,070.00	1,125.00	5,195.00	CND	Paid $18,430.00
7/13/2016	R69990	Freight	Freight	136.35	6.82	143.17	CND	
7/29/2016	R70105	VYI	Overage for July 2016	2,281.50	114.08	2,395.58	CND	
7/29/2016	R70106	HPO	Overage for July 2016	3,825.00	191.25	4,016.25	CND	
7/29/2016	R70107	TYU	Overage for July 2016	12,825.00	641.25	13,466.25	CND	
8/2/2016	R70114	VYI	VYI Aug billing	23,400.00	1,170.00	24,570.00	CND	
8/2/2016	R70115	HPO	HPO Aug Billing	22,500.00	1,125.00	23,625.00	CND	
8/2/2016	R70117	TYU	TYU Aug billing	22,500.00	1,125.00	23,625.00	CND	
			Total Rilpa CND	**114,156.64**	**6,629.34**	**120,785.98**	**CND**	
4/30/2016	VYI	VYI	VYI and Interest June 30/16			200,088.07	CND	
			Total Rilpa CND			**200,088.07**	**CND**	

Rilpa USD need to pay highlighted item **33,313.79 USD**
Rilpa CND need to pay highlighted items **120,785.98 CND**

This is Exhibit "E" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

CONFIDENTIAL
TERM SHEET
November 21,
2017

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

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

Parties:

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

Definition: The following definitions apply in this proposal:

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

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

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

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

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

Description of Transactions:

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

a) Fixed Wing Aircraft:

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

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

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

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

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

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

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

h) AOC #6458 (fixed wing AOC};

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

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

ß. 2

2) "Assets" specifically does not include:

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

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

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

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

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

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

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

Buyer will:

a) Operate the Business;

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

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

Seller will:

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

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

3

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

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

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

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

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

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

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

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

OpsMobil Group Inc.

Signature:________________________

Name & Title: Ryan Tobber, CEO and President

Date: November 21, 2017

1729613 Alberta Ltd.

Signature: ________________________

Name & Title: Kenneth Ian Mizera, President

Date: November 21, 2017

AS ACKNOWLEDGED BY:

Third Eye Capital Corporation

Signature:________________________

Name & Title: PRINCIPAL

Date: November 21, 2017

This is Exhibit "F" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Michael Rempel <michael.rempel@opsmobil.com>
Sent: November-28-17 1:27 PM
To: Casey Howell
Cc: Vlad Grigore; Mark Horrox
Subject: Re: Disposition of Aviation Assets

Thanks Casey.

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 Tue, Nov 28, 2017 at 10:45 AM, Casey Howell <casey@thirdeyecapital.com> wrote:

Hi Michael,

Mark and I have discussed, and as I currently understand the deal, Ops is indeed disposing of some assets listed in the Term Sheet, so you'll require a Consent under our Credit Agrmt, as well both we and the Purchaser will require a Payout Letter be signed by us, Ops and the Purchaser which will direct the Purchaser to pay the net proceeds to us, and in turn we will release our security interest in the assets being sold promptly post-closing.

I suspect that the consent under the CA will be incorporated into the Payout Letter (which will also have the release language) and we'll have Stikeman draft that 3-4 page document in due course once I know the deal is progressing and we have visibility on closing happening. I don't expect that document will be contentious but I'll discuss timing internally with Mark and determine when to get Stikes started on it.

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: November-28-17 11:13 AM
To: Casey Howell <casey@thirdeyecapital.com>; Vlad Grigore <vlad.grigore@opsmobil.com>
Subject: Disposition of Aviation Assets

Cssey,

OpsMobil Group Inc. is undertaking a disposition of a portion of its aviation business. We are targeting a closing on December 21, 2017. TEC (presumably Mark) indicated to Ryan that TEC will provide a list of documents it will want in order to release its security on the assets being sold.

I don't know if you've had any involvement on this transaction to date, but could you kindly see where the list is at? We'd appreciate having it sooner rather than later.

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."

This is Exhibit "G" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Casey Howell
Sent: December-13-17 12:05 PM
To: 'Michael Rempel'; Ryan Tobber
Cc: Arif N. Bhalwani; Mark Horrox
Subject: RE: Aviation Divestiture
Attachments: #729694-v2-Repayment Notice - OpsMobil Inc_.DOC; #729521-v2-TEC - OpsMobil Rilpa Consent.docx

Hi Michael/Ryan,

With respect to the upcoming asset sale to Rilpa, attached are our draft Consent and Repayment Notice under the Credit Agreement, for your review. Let me know if you have any questions/comments. In particular, we'll need to know the final payout amount, and the specific liens / registrations against the assets Rilpa is purchasing, for inclusion in Schedule "A" to the Repayment Notice.

As well, can you let us know if a revised PSA has been circulated, and timing of the deal generally? Kind regards

Casey

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: Casey Howell
Sent: December-05-17 12:13 PM
To: 'Michael Rempel' <michael.rempel@opsmobil.com>
Cc: Arif N. Bhalwani <arif@thirdeyecapital.com>; Mark Horrox <Mark@thirdeyecapital.com>
Subject: RE: Aviation Divestiture

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 "H" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

THIS IS EXHIBIT "A" referred to in the Affidavit of
Kenneth I. Mira
Sworn before me this 9th
day of June 2019

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

PURCHASE AND SALE OF ASSETS

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

BETWEEN:

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

(collectively, "OpsMobil")

OF THE FIRST PART

-and-

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

("Airborne")

OF THE SECOND PART

RECITALS:

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

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

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

ARTICLE 1
INTERPRETATION

1.1 Recitals

The recitals to this Agreement form part of this Agreement.

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1.2 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Effective Date" means November 1, 2017.

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

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

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

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

(i) storage, use, transportation or disposal of toxic or hazardous substances;

(ii) release, spill, escape or emission of toxic or hazardous substances; or

(iii) pollution or contamination of or damage to the environment:

including, without limitation, liabilities to compensate third parties for clean-up, damages and losses resulting from the items described in items (i)-(iii) above (including, without limitation, damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise restore or protect the environment. For the purposes of this Agreement, the environment includes, without limitation, the air, the surface and subsurface of the

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

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

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

"Excluded Assets" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Permitted Encumbrances**" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Extended Meanings

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

1.4 Headings

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

1.5 Entire Agreement

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

1.6 Currency, Cheques and Bank Drafts

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

1.7 Severability

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

1.8 Governing Law

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

1.9 Day not a Business Day

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

1.10 Time

Time shall be of the essence of this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

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

2.2 Purchase Price Offset and Assumption of Indebtedness

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

2.3 Adjustments

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

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

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

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

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

2.4 Readjustment, Additional Adjustments and Final Statement of Adjustments

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

2.5 Allocation of Purchase Price

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

(a) Aircraft $ 260,000.00

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

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

ARTICLE 3
CONDITIONS PRECEDENT OF PURCHASER

3.1 Conditions Precedent of Purchaser

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

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

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

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

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

3.2 Satisfaction of Conditions

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

3.3 Waiver of Conditions

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

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

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

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

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

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Vendor's Covenants. Representations and Warranties

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

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

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

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

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

(e) Location of Improvements. The use of the Improvements, Lands and Leased Lands complies with existing municipal land use bylaws and any restrictive covenants on title. The Improvements are on the Lands and Leased Lands and not on any easement, right-of-way or neighboring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing. The Improvements comply with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).

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

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

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

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

(i) are of merchantable quality, corresponds with the description, fit for the Business and in all respects are fully airworthy;

(ii) are operating and have been operated in accordance with the manufacturer's approved operating manual and by persons fully qualified to operate same;

(iii) have been serviced, repaired and maintained in a fully airworthy condition so as not to diminish its value and in accordance with the manufacturer's maintenance program and all applicable laws, rules, regulations, order, mandatory modifications, directives, Alert Service bulletins and other legal requirements;

(iv) log books, maintenance records and other records of any kind whatsoever related to the operation of the Aircraft and Helicopter are accurate, complete and current up to the Effective Date and in accordance with all appropriate laws, rules, regulations, orders and other legal requirements; and

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

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

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

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

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

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

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

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

(o) Transition Services. The Vendor shall fully perform all obligations pursuant to the Transition Services Agreement between the Parties. Without limiting the foregoing, the Vendor shall continue to allow the Aircraft to be operated under the Vendor's Aircraft AOC and AMO until such time as the transfer or assignment of the Aircraft AOC and AMO from the Vendor to the Purchaser has been

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completed. The Helicopter and Leased Helicopters shall continue to be operated under the Helicopter AOC and AMO until such time as the Purchaser obtains from Transport Canada its own Aircraft Operating Certificate necessary to operate the Helicopter and Leased Helicopters.

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

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

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

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

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

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

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

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

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

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

(y) Environmental Matters. Vendor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Purchaser's Representations and Warranties

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

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

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

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

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

4.3 Survival of Warranties

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

4.4 Effect of Warranties

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

ARTICLE 5
RISK AND LOSS

5.1 General

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

5.2 Notice of Loss

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

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

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

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

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing Arrangements

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

6.2 Documents of the Vendor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) Interim Statement of Adjustments.

(w) GST Declaration. The document described below.

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

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

6.3 Vacant Possession

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

6.4 Documents of the Purchaser

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

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

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

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

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

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

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

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

(h) GST Declaration. The document described below.

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

6.5 Registration and Fees

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

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

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

6.6 Goods and Services Tax

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

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

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

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

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

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

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

ARTICLE 7
MISCELLANEOUS

7.1 Notices

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

(i) Vendor:

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

Attention: Ryan Tobber and Mike Rempel

(ii) Purchaser:

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

Attention: Kenneth I. Mizera

With a copy to:

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

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

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

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7.2 Further Assurances

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

7.3 Lawyers as Agents

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

7.4 Assignment

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

7.5 Governing Law

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

7.6 Non-Merger

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

7.7 Construction

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

7.8 Successors and Assigns

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

7.9 Counterparts

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

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

OPSMOBIL GROUP INC.

PER: ______________________________
RYAN TOBBER

OPSMOBIL INC.

PER: ______________________________
RYAN TOBBER

OPSMOBIL ENERGY SERVICES INC.

PER: ______________________________
RYAN TOBBER

AIRBORNE ENERGY SOLUTIONS INC.

PER: ______________________________
KENNETH MIZERA

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

AIRCRAFT

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

HELICOPTER

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

LEASED HELICOPTERS

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

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432
Block 1
Lot 5

Excepting thereout all Mines and Minerals

Leased:

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

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

-and-

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

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

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

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

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

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

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

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

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

-and-

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

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

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

Lot C-4 Hangar Space

of the lands legally described as:

FIRST

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

JL A

And the right to work same

SECOND

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

THIRD

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

VILLENEUVE FACILITY

Leased:

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

Lot 22 and Lot 23
TBD

LEASED VEHICLES (NOT EXCLUSIVE)

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

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

OWNED VEHICLES (NOT EXCLUSIVE)

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C11194

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

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 RTS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

SOFTWARE

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

INTELLECTUAL PROPERTY

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

EMPLOYEES

Administration

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

Fixed Wing pilots and observers

Colten Kimmy
Kurtis Jack
Sophia Presakarchuk
Thomas Lusk

Rotary Wing technicians and ground support

Ashlyn Lefebvre
Charlie Marren
Geordian Stephens
Kaylie Walker
Luke Northcott

Rotary Wing Pilots

David Canavan
Randall Laird
Kris Locking
Kyle White
Lance Todorovich

Maintenance

Martin Naras
Skii Meerman
Andrew Payeur
Homay Sanai

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This is Exhibit "I" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

TRANSITION SERVICES AGREEMENT

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

BETWEEN:

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

(collectively, "**OpsMobil**")

OF THE FIRST PART

-and-

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

(**"Airborne"**)

OF THE SECOND PART

RECITALS

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

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

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

ARTICLE 1
INTERPRETATION

1.1 Defined Terms in PSA

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

1.2 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) in relation to OpsMobil:

(A) it commits a breach of this Agreement;

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

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

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

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

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

(ii) in relation to Airborne:

(A) it commits a breach of this Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 **Other Defined Terms.**

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

1.4 **Interpretation**

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

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

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

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

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

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

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

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

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

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

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

1.5 **Conflicts**

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

ARTICLE 2
TRANSITIONAL SERVICES

2.1 **Transitional Services**

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

2.2 **Operations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 **Insurance**

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

2.5 **Costs and Expenses**

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

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
LIABILITIES AND INDEMNITIES

4.1 OpsMobil's Indemnities

Subject to Section 4.5, OpsMobil shall:

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

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

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

4.2 Airborne's Indemnities

Subject to Section 4.5, Airborne shall:

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

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

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

4.3 Indemnification Procedure – Third Party Claims

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

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

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

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

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

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

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

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

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

4.4 **Claims**

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

4.5 **Consequential Damages**

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

4.6 **Additional Remedies of Airborne**

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

4.7 **Additional Remedies of OpsMobil**

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

ARTICLE 5
GENERAL

5.1 **Dispute Resolution**

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

5.2 **Costs and Expenses**

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

5.3 **Further Assurances**

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

5.4 **No Merger**

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

5.5 **Governing Law**

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

5.6 **Assignment**

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

5.7 **Time of Essence**

Time shall be of the essence in this Agreement.

5.8 **Notices**

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

Any corporation of OpsMobil:

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

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

Airborne:

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

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

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

5.9 **Invalidity of Provisions**

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

5.10 **Waiver**

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

5.11 **Amendment**

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

5.12 **Counterpart Execution**

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

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

OpsMobil Group Inc.

Per: ______________________

Name: Ryan Tobber
Title: President & CEO

OpsMobil Inc.

Per: ______________________

Name: Ryan Tobber
Title: President & CEO

OpsMobil Energy Services Inc.

Per: ______________________

Name: Ryan Tobber
Title: President & CEO

Airborne Energy Solutions Inc.

Per: ______________________

Name: Kenneth Mizera
Title: President

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

AIRCRAFT

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

HELICOPTER

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

LEASED HELICOPTERS

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

This is Exhibit "J" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Amanda Santache

De: Casey Howell <casey@thirdeyecapital.com>
Envoyé: Thursday, December 14, 2017 6:06 PM
À: Mark Horrox
Objet: RE: FW: PSA

Hey – came by to chat about this Ops/Rilpa deal and timing/mechanics:

- They haven't commented on or signed our Consent and Payout Letter, so they need to do that before they close and we need to understand how much money they are paying us and what registrations they want us to discharge on the assets being sold;
- They haven't really contemplated my comments to the PSA at all. There may be good reasons for that, but I haven't been involved on what's going on re: negotiation of their deal.

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: Mark Horrox
Sent: December-14-17 2:50 PM
To: Casey Howell <casey@thirdeyecapital.com>
Cc: Arif N. Bhalwani <arif@thirdeyecapital.com>
Subject: FW: FW: PSA

Hot off the press. Will review.

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: December-14-17 2:48 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: FW: PSA

Fyi

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: "Kim Mizera" <KimM@rilpa.com>
Date: Dec 14, 2017 12:36
Subject: FW: PSA
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>
Cc:

HI Ryan

Can you review and get signed today !

Thanks

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: Michael Mudie [mailto:mudie@shaw.ca]
Sent: Thursday, December 14, 2017 12:01 PM
To: 'Michael Rempel'
Cc: Kim Mizera
Subject: PSA

Please find the changes to the PSA as we discussed last night. Please let me know if we have agreement on these documents.

If we need to discuss further, I am available at 1:30 today.

Please also forward the Transition Services Agreement with the changes.

We want these all signed today. Txs.

This is Exhibit "K" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent: January-16-18 11:44 AM
To: Casey Howell; michael.rempel@opsmobil.com
Cc: lisa.winfield@opsmobil.com
Subject: RE: FW: PSA

Hi Casey,

The following registrations under the Alberta PPSA charge, in favour of Third Eye Capital, all present and after acquired personal property of OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. in addition to the specific aircraft charged as serial number goods. Such registrations should be amended to provide for an exclusion to all present and after acquired personal property of each of the three companies in respect of "all of its personal property relating to the business and undertaking, as conducted by it on November 1, 2017, in respect of the air surveillance and scanning, chemical spraying and local charter business operated by it and its affiliates in the Province of Alberta and elsewhere in Canada.

The registrations numbers are 11042827285, 11060627795, 13042923596, 13042923928, 151222313909, and 15122214226.

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: January-16-18 7:59 AM
To: michael.rempel@opsmobil.com
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>; lisa.winfield@opsmobil.com
Subject: FW: FW: PSA

Hi Michael,

To ensure we are reviewing the proper asset listing, can you confirm that this Schedule A to the PSA (sent to us Dec 14th below) is the most recent and up to date? 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: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: December-14-17 2:48 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: FW: PSA

Fyi

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: "Kim Mizera" <KimM@rilpa.com>
Date: Dec 14, 2017 12:36
Subject: FW: PSA
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>
Cc:

HI Ryan

Can you review and get signed today !

Thanks

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: Michael Mudie [mailto:mudie@shaw.ca]
Sent: Thursday, December 14, 2017 12:01 PM
To: 'Michael Rempel'
Cc: Kim Mizera
Subject: PSA

Please find the changes to the PSA as we discussed last night. Please let me know if we have agreement on these documents.

If we need to discuss further, I am available at 1:30 today.

Please also forward the Transition Services Agreement with the changes.

We want these all signed today. Txs.

affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

Casey Howell

From:	Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent:	January-16-18 2:51 PM
To:	Casey Howell
Cc:	'lisa.winfield@opsmobil.com'; Stewart, Irene; 'michael.rempel@opsmobil.com'
Subject:	RE: FW: PSA
Attachments:	Airborne - PPSA search (BC) - OpsMobil Inc (Jan 16, 2018)-VAN_LAW-2546170-v1.pdf; Airborne - PPSA search (SK) - OpsMobil Inc (Jan 16, 2018)-VAN_LAW-2546206-v1.pdf; Airborne - PPSA search (NWT) - OpsMobil Inc (Jan 16, 2018)-VAN_LAW-2546378-v1.pdf

Hi Casey,

Further to my email below, we have also conducted PPSA searches in British Columbia, Saskatchewan and the Northwest Territories in respect of each of the vendors, and advise as follows:

<u>British Columbia</u>

There is registered in the British Columbia Personal Property Registry on December 22, 2015 under base registration #023277J a financing statement against OpsMobil Inc. in favour of Third Eye Capital Corporation in respect of all present and after-acquired personal property of OpsMobil Inc. Such registration should be amended to provide for an exclusion of all chattel paper, documents of title, goods, instruments, intangibles and money therefrom, as follows: "except all of the Debtor's chattel paper, documents of title, goods, instruments, intangibles and money relating to the business and undertaking, as conducted by the Debtor on November 1, 2017, in respect of the air surveillance and scanning, chemical spraying and local charter business operated by the Debtor and its affiliates in the Province of British Columbia and elsewhere in Canada".

<u>Saskatchewan</u>

There is registered in the Saskatchewan Personal Property Registry on December 22, 2015 under registration #301430132 a financing statement against OpsMobil Inc. in favour of Third Eye Capital Corporation in respect of all present and after-acquired personal property of OpsMobil Inc. Such registration should be amended to provide for an exclusion of all present and after-acquired personal property of OpsMobil Inc. therefrom, as follows: "except all of the Debtor's personal property relating to the business and undertaking, as conducted by the Debtor on November 1, 2017, in respect of the air surveillance and scanning, chemical spraying and local charter business operated by the Debtor and its affiliates in the Province of Saskatchewan and elsewhere in Canada".

<u>Northwest Territories</u>

There is registered in the Northwest Territories Personal Property Registry on December 22, 2015 under registration number 1266515 a financing statement against OpsMobil Inc. in favour of Third Eye Capital Corporation in respect of all present and after-acquired personal property of OpsMobil Inc. Such registration should be amended to provide for an exclusion of all present and after-acquired personal property of OpsMobil Inc. therefrom, as follows: "except all of the Debtor's personal property relating to the business and undertaking, as conducted by the Debtor on November 1, 2017, in respect of the air surveillance and scanning, chemical spraying and local charter business operated by the Debtor and its affiliates in the Northwest Territories and elsewhere in Canada".

A copy of the three registrations detailed above is attached.

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

From: Stewart, Irene
Sent: January-16-18 8:44 AM
To: Casey Howell <casey@thirdeyecapital.com>; michael.rempel@opsmobil.com
Cc: lisa.winfield@opsmobil.com
Subject: RE: FW: PSA

Hi Casey,

The following registrations under the Alberta PPSA charge, in favour of Third Eye Capital, all present and after acquired personal property of OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc. in addition to the specific aircraft charged as serial number goods. Such registrations should be amended to provide for an exclusion to all present and after acquired personal property of each of the three companies in respect of "all of its personal property relating to the business and undertaking, as conducted by it on November 1, 2017, in respect of the air surveillance and scanning, chemical spraying and local charter business operated by it and its affiliates in the Province of Alberta and elsewhere in Canada.

The registrations numbers are 11042827285, 11060627795, 13042923596, 13042923928, 151222313909, and 15122214226.

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: January-16-18 7:59 AM
To: michael.rempel@opsmobil.com
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>; lisa.winfield@opsmobil.com
Subject: FW: FW: PSA

Hi Michael,

To ensure we are reviewing the proper asset listing, can you confirm that this Schedule A to the PSA (sent to us Dec 14th below) is the most recent and up to date? 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: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: December-14-17 2:48 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: FW: PSA

Fyi

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: "Kim Mizera" <KimM@rilpa.com>
Date: Dec 14, 2017 12:36
Subject: FW: PSA
To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>
Cc:

HI Ryan

Can you review and get signed today !

Thanks

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: Michael Mudie [mailto:mudie@shaw.ca]
Sent: Thursday, December 14, 2017 12:01 PM
To: 'Michael Rempel'
Cc: Kim Mizera
Subject: PSA

Please find the changes to the PSA as we discussed last night. Please let me know if we have agreement on these documents.

If we need to discuss further, I am available at 1:30 today.

Please also forward the Transition Services Agreement with the changes.

We want these all signed today. Txs.

Gowling WLG shall not be liable for the message if altered, changed or falsified.

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal.

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.

Casey Howell

From:	Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent:	January-16-18 8:25 PM
To:	Mark Horrox; Casey Howell
Cc:	Michael Rempel (michael.rempel@opsmobil.com); Stewart, Irene
Subject:	Discharges of liens in favour of Third Eye Capital Corporation in the International Registry
Attachments:	Airborne - International Registry - Priority Search Certificate (Bell Helicopter 206B - C-FZGP)-VAN_LAW-2547265-v1.pdf; Airborne - International Registry - Priority Search Certificate (Piper Aircraft PA-31 - C-FZHG)-VAN_LAW-2547262-v1.pdf; Airborne - Discharge of interest in International Registry security (Third Eye) re Bell 206B Helicopter (C-FZGP)-VAN_LAW-2547656-v1.doc; Airborne - Discharge of interest in International Registry security (Third Eye) re Piper Aircraft PA-31 (C-FZHG)-VAN_LAW-2547390-v1.doc

Hi Mark and Casey,

We have conducted searches in the International Registry for International Interests in Mobil Equipment (Aircraft Equipment) (the "**International Registry**") of the aircraft and helicopters which are being transferred by our clients to Airborne Energy Solutions Inc. under the agreement of purchase and sale of assets between OpsMobil Inc., OpsMobil Group Inc. and OpsMobil Energy Services Inc., as vendor, and Airborne Energy Solutions Inc., as purchaser (the "**Agreement**").

The attached Priority Search Certificate issued by the International Registry on January 16, 2018 for each of (1) the Piper PA-31 aircraft with Canadian registration mark C-FZHG and engine serial number L-7260-61A and engine serial number L-7379-61A, and (2) the Bell 206B helicopter with Canadian registration mark C-FZGP and engine serial number CAE-822919 (collectively, the "**Aircraft**"), discloses that Third Eye Capital Corporation holds an interest in each of such Aircraft, which interest is required under the Agreement to be discharged prior to closing.

We attach for your review a form of discharge to be signed by Third Eye Capital Corporation in respect of the liens against each of such Aircraft registered in the International Registry.

We have spoken with Jeri Fatheree of McAfee & Taft in Oklahoma City, Oklahoma, who is assisting us with the discharge of such liens, and we have been advised that Third Eye's International Registry account is currently suspended (expired) and will need to be renewed in order for McAfee & Taft to proceed with the discharge of the liens against the Aircraft. Jeri has advised us that Mark Horrox is listed as the IR Administrator of Third Eye's International Registry account. If you require assistance with the renewal of Third Eye's account, Jeri Fatheree would be pleased to assist you. Her details are as follows:

Jeri Fatheree
PARALEGAL

(405) 228-7657 direct
(405) 228-7397 fax
jeri.fatheree@mcafeetaft.com

McAFEE&TAFT
A PROFESSIONAL CORPORATION
10th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
www.mcafeetaft.com

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

Casey Howell

From:	Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent:	January-18-18 7:21 PM
To:	Casey Howell
Cc:	Amy Nugent; Meaghan Obee Tower; Stewart, Irene
Subject:	No Interest Letters from Third Eye
Attachments:	Airborne - No Interest Letter from Third Eye re receivables-VAN_LAW-2547726-v1.docx; Airborne - No Interest Letter from Third Eye re ATB accounts-VAN_LAW-2550769-v1.docx; Airborne - No Interest Letter from Third Eye re leases and subleases-VAN_LAW-2547723-v1.docx

Hi Casey,

We attach for your review No Interest Letters to be provided by Third Eye to our clients in respect of this transaction.

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

affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

Casey Howell

From: Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent: January-19-18 4:05 PM
To: Amy Nugent
Cc: Casey Howell; Meaghan Obee Tower; Meaghan Simister; Stewart, Irene
Subject: RE: TEC/OpsMobil - No Interest Letter
Attachments: Airborne - No Interest Letter re assets and registrations (Third Eye)-VAN_LAW-2551491-v2.docx; Blackline (v2-v1) - No Interest Letter (Third Eye)-VAN_LAW-2552019-v1.pdf

Hi Amy,

Further to your email below, we attach our comments on the No Interest 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

From: Amy Nugent [mailto:ANugent@stikeman.com]
Sent: January-19-18 8:21 AM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: Casey Howell <casey@thirdeyecapital.com>; Meaghan Obee Tower <MObeeTower@stikeman.com>; Meaghan Simister <MSimister@stikeman.com>
Subject: TEC/OpsMobil - No Interest Letter

Irene,

Please find attached the revised repayment notice and draft no interest letter. The no interest letter consolidates and replaces the various drafts that you provided and will make it much easier for our clerks to prepare the discharges of the serial number registrations. Please note that our office will prepare the IR discharges for TEC to file.

We will review the review property discharges that you prepared.

We were also forwarded an e-mail that suggested amendments to the ALL PAAPP registrations are required. Given the no interest letter, we do not see the need for this and it would be quite unusual for a secured party to limit the scope of its ALL PAAPP to reflect a sale.

Please let us know if there would be a convenient time today to run through the documents.

Thank you,
Amy

Amy Nugent

Direct: +1 403 266 9031
Email: anugent@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

This is Exhibit "L" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Mark Horrox
Sent: February-12-18 6:45 PM
To: Casey Howell
Cc: Arif N. Bhalwani
Subject: Rilpa

FYI, closing outstandings on the Rilpa deal below. Apparently targeting Thursday.

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: February-12-18 6:37 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: FW: Monies

fyi - as requested.

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

OpsMobil

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

---------- Forwarded message ----------
From: **Lisa Winfield** <lisa.winfield@opsmobil.com>
Date: Mon, Feb 12, 2018 at 4:34 PM
Subject: Re: FW: Monies
To: Ryan Tobber <ryan.tobber@opsmobil.com>
Cc: Irene Stewart <irene.stewart@gowlings.com>, Matt Braaten <matt.braaten@opsmobil.com>

I just spoke to Irene and we went through the closing agenda, here are the comments:

- Item 3. Real Property Reports and Certificates of Compliance for Facilities: Rocky Mountain House Certificate of compliance outstanding - Irene has asked Mike Mudie if this is required
- Item 6. Interim Statement of Adjustments - with AES for comments/finalized on closing
- Item 8. List of excluded parts inventory - Irene needs the list of excluded parts
- Item 15. Woodlands County - new leases outstanding. Woodlands County working on this
- Item 17. Environmental Reports of Facilities - post close item (scheduled with Matrix)
- Item 23. Offers of Employment to Employees - outstanding item with Kim
- Item 24. Irrevocable Assignment and Direction to Pay (TBD), if not previously delivered - Lisa to update documents as per Mike Mudie's email (this will be complete today)
- Item 29. Payment of Cash Difference (as adjusted) - $1,500,000 received in Mike Mudie's trust account
- Item 30. Assumption of Accounts Payable - Irene to add Ryan's comments and send back to Mike Mudie

- Item 32. Aircraft and Helicopter Leases - need final approval from Mike Mudie
- Item 33. Sublease of Leased Helicopters - need final approval from Mike Mudie

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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On Mon, Feb 12, 2018 at 2:27 PM, Ryan Tobber <ryan.tobber@opsmobil.com> wrote:

Irene/Lisa,

See Mark's email below. Can you give me a quick bullet point list of what needs to be done close?

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

OpsMobil

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---------- Forwarded message ----------
From: **Mark Horrox** <Mark@thirdeyecapital.com>
Date: Mon, Feb 12, 2018 at 1:13 PM
Subject: RE: FW: Monies
To: Ryan Tobber <ryan.tobber@opsmobil.com>

Please lay out in bullets what needs to be finalized on both sides to get closing done.

Thanks

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: February-12-18 1:26 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: FW: Monies

Not sure if you missed this? We are targeting a Thursday close.

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

OpsMobil

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---------- Forwarded message ----------
From: **Ryan Tobber** <ryan.tobber@opsmobil.com>
Date: Fri, Feb 9, 2018 at 6:06 PM
Subject: Fwd: FW: Monies
To: Mark Horrox <mark@thirdeyecapital.com>

Fyi

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: "Stewart, Irene" <Irene.Stewart@gowlingwlg.com>
Date: Feb 9, 2018 18:04
Subject: FW: Monies
To: "ryan.tobber@opsmobil.com" <ryan.tobber@opsmobil.com>, "Matt Braaten" <matt.braaten@opsmobil.com>,

"Lisa Winfield" <lisa.winfield@opsmobil.com>
Cc:

FYI

Irene Stewart
Partner

Gowling WLG (Canada) LLP
T +1 604 891 2270
F +1 604 443 5639

E irene.stewart@gowlingwlg.com

From: Michael Mudie [mailto:mudie@shaw.ca]
Sent: February-09-18 5:03 PM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: 'Kim Mizera' <KimM@rilpa.com>; 'Mike Gauthier' <MikeG@rilpa.com>
Subject: Monies

Irene, I could not reach Kim until later on this afternoon as he was busy with other matters. I have received $1,500,000 in my trust account to the credit of this file 2-3045. To be clear, though, the receipt of these monies shall not be deemed an acknowledgment by my client that $1,489,834.00 represents the proper adjusted cash to close or approval of the ISOA as presented, as these matters are still to be resolved between the clients. I will advise you if there is any transfer or withdrawal of these trust funds from this matter file before closing. Txs.

This is Exhibit "M" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Casey Howell
Sent: February-14-18 10:22 AM
To: 'Taylor, Darren'; Amy Nugent; Meaghan Obee Tower
Cc: Stewart, Irene; Willis, Susan
Subject: RE: OpsMobil Payout and Undertaking

Hi – happy to speak to finalize what we need for closing and am flexible all day today.

Amy, in advance of that call can you circulate the NIL, our Repayment Letter and Stikeman's Undertaking to this group? To ensure we all have the most recent drafts? Regards

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: Taylor, Darren [mailto:darren.taylor@gowlingwlg.com]
Sent: February-13-18 7:07 PM
To: Amy Nugent <ANugent@stikeman.com>; Casey Howell <casey@thirdeyecapital.com>
Cc: Ryan Tobber <ryan.tobber@opsmobil.com>; Stewart, Irene <Irene.Stewart@gowlingwlg.com>; Willis, Susan <Susan.Willis@gowlingwlg.com>
Subject: OpsMobil Payout and Undertaking

Casey and Amy,
We (myself and Irene Stewart) have had a couple of discussions about the payment of the monies, the discharge of registrations of Third Eye Capital and undertakings of Stikeman. As the undertaking is currently drafted Stikeman (Amy) undertakes to discharge the registrations of Third Eye once Stikeman receives confirmation from Third Eye that it has received the funds from Gowling WLG. Unfortunately, this procedure leaves a gap (albeit very small) with risk to Gowling WLG. The Purchaser is requiring Gowling WLG to give an undertaking to discharge the registrations of Third Eye. We believe this is a reasonable position of the Purchaser, particularly with respect to the real property registrations.

Gowling WLG is unable to give the required undertaking to the Purchaser since all of the steps are not in the control of Gowling WLG and it would be negligent of us to give the undertaking. I believe that the situation could be remedied with very minor adjustments to the process. I understand that Third Eye wants to receive the funds directly as proceeds of the sale and that you will provide a payout statement to the Vendor (which Gowling WLG will also have). We can provide the funds to the Third Eye, but we need a situation where, upon provision of those funds, Stikeman is obligated, without further steps that are out of the control of Gowling WLG, to provide the discharges listed in the undertaking. Perhaps the undertaking could be modified to provide that upon Gowling WLG providing confirmation of payment to the Third Eye account (like a wire confirmation) or funds being paid to Stikeman, their undertaking would immediately be effective.

I recognize that this may sound very "picky", but we feel that trust conditions and undertakings must be precise. I am unable to grant an undertaking that I cannot control. I am open to your comments or suggestions with respect to how this could be handled, but cannot be put into a position where we as a law firm accept risk of things that are out of our control. We simply want to confirm that, upon us paying the money over, everything else is guaranteed to happen, without intervening steps.

I look forward to hearing from you in this regard.

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

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9
Canada

gowlingwlg.com

This is Exhibit "N" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From:	Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent:	February-15-18 2:19 PM
To:	Casey Howell; Taylor, Darren
Cc:	Willis, Susan; Meaghan Simister; Amy Nugent; Meaghan Obee Tower
Subject:	RE: OpsMobil Payout and Undertaking

Hi Casey,

Unfortunately this is changing from day to day but I do not expect it this week. We ask the purchaser's lawyer every day in respect of outstanding items so that we can narrow the outstanding items and be able to pinpoint a realistic closing date.

On the no interest letter can you also address it to Gowlings as discussed.

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: February-15-18 11:05 AM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>; Taylor, Darren <darren.taylor@gowlingwlg.com>
Cc: Willis, Susan <Susan.Willis@gowlingwlg.com>; Meaghan Simister <MSimister@stikeman.com>; Amy Nugent <ANugent@stikeman.com>; Meaghan Obee Tower <MObeeTower@stikeman.com>
Subject: RE: OpsMobil Payout and Undertaking

Hi Darren / Irene – can you give me your best guess as to timing of closing? I am away next week and note we have a holiday on Monday in Ontario. 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: Meaghan Obee Tower [mailto:MObeeTower@stikeman.com]
Sent: February-14-18 4:14 PM
To: Casey Howell <casey@thirdeyecapital.com>
Cc: darren.taylor@gowlingwlg.com; Irene.Stewart@gowlingwlg.com; Susan.Willis@gowlingwlg.com; Meaghan Simister <MSimister@stikeman.com>; Amy Nugent <ANugent@stikeman.com>
Subject: RE: OpsMobil Payout and Undertaking

Darren and Irene – we have spoken with TEC and we are comfortable with providing the undertaking language that you have requested; we sincerely hope that this gets you where you need to be so this can close.

Meaghan

Meaghan Obee Tower

Direct: +1 416 869 5274
Email: mobeetower@stikeman.com

Stikeman Elliott

Follow us: LinkedIn / Twitter / stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

From: Meaghan Simister
Sent: Wednesday, February 14, 2018 11:02 AM
To: Casey Howell (casey@thirdeyecapital.com); Amy Nugent
Cc: darren.taylor@gowlingwlg.com; Irene.Stewart@gowlingwlg.com; Susan.Willis@gowlingwlg.com; Meaghan Obee Tower
Subject: RE: OpsMobil Payout and Undertaking

Hello,

Please find attached the most recent drafts of the Repayment Notice, No Interest Letter and Undertaking.

Kind regards,
Meaghan S.

Meaghan Simister

Direct: +1 403 508 9261
Mobile: +1 403 585 6147
Email: msimister@stikeman.com

From: Casey Howell [mailto:casey@thirdeyecapital.com]
Sent: Wednesday, February 14, 2018 8:22 AM
To: Taylor, Darren; Amy Nugent; Meaghan Obee Tower
Cc: Stewart, Irene; Willis, Susan
Subject: RE: OpsMobil Payout and Undertaking

Hi – happy to speak to finalize what we need for closing and am flexible all day today.

Amy, in advance of that call can you circulate the NIL, our Repayment Letter and Stikeman's Undertaking to this group? To ensure we all have the most recent drafts? Regards

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: Taylor, Darren [mailto:darren.taylor@gowlingwlg.com]
Sent: February-13-18 7:07 PM
To: Amy Nugent <ANugent@stikeman.com>; Casey Howell <casey@thirdeyecapital.com>
Cc: Ryan Tobber <ryan.tobber@opsmobil.com>; Stewart, Irene <Irene.Stewart@gowlingwlg.com>; Willis, Susan <Susan.Willis@gowlingwlg.com>
Subject: OpsMobil Payout and Undertaking

Casey and Amy,
We (myself and Irene Stewart) have had a couple of discussions about the payment of the monies, the discharge of registrations of Third Eye Capital and undertakings of Stikeman. As the undertaking is currently drafted Stikeman (Amy) undertakes to discharge the registrations of Third Eye once Stikeman receives confirmation from Third Eye that it has received the funds from Gowling WLG. Unfortunately, this procedure leaves a gap (albeit very small) with risk to Gowling WLG. The Purchaser is requiring Gowling WLG to give an undertaking to discharge the registrations of Third Eye. We believe this is a reasonable position of the Purchaser, particularly with respect to the real property registrations.

Gowling WLG is unable to give the required undertaking to the Purchaser since all of the steps are not in the control of Gowling WLG and it would be negligent of us to give the undertaking. I believe that the situation could be remedied with very minor adjustments to the process. I understand that Third Eye wants to receive the funds directly as proceeds of the sale and that you will provide a payout statement to the Vendor (which Gowling WLG will also have). We can provide the funds to the Third Eye, but we need a situation where, upon provision of those funds, Stikeman is obligated, without further steps that are out of the control of Gowling WLG, to provide the discharges listed in the undertaking. Perhaps the undertaking could be modified to provide that upon Gowling WLG providing confirmation of payment to the Third Eye account (like a wire confirmation) or funds being paid to Stikeman, their undertaking would immediately be effective.

I recognize that this may sound very "picky", but we feel that trust conditions and undertakings must be precise. I am unable to grant an undertaking that I cannot control. I am open to your comments or suggestions with respect to how this could be handled, but cannot be put into a position where we as a law firm accept risk of things that are out of our control. We simply want to confirm that, upon us paying the money over, everything else is guaranteed to happen, without intervening steps.

I look forward to hearing from you in this regard.

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

Gowling WLG | 1,400+ legal professionals | 19 offices worldwide

This is Exhibit "O" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Michael Mudie <mudie@shaw.ca>
Sent: February-26-18 9:28 PM
To: Casey Howell; 'Meaghan Obee Tower'
Subject: FW: Trust Letter
Attachments: Airborne - LTR M. Mudie enclosing docs on trust conditions-VAN_LAW-2577879-v4.doc; Airborne - Repayment Notice to Third Eye-VAN_LAW-2568666-v2.doc; Airborne - No Interest Letter from Third Eye -VAN_LAW-2552319-v9.docx; Airborne - Undertaking of Third Eye not to encumber-VAN_LAW-2568658-v3.doc; _Certification_.htm

As requested.

From: Willis, Susan [mailto:Susan.Willis@gowlingwlg.com] **On Behalf Of** Stewart, Irene
Sent: Friday, February 16, 2018 1:02 PM
To: Michael Mudie <mudie@shaw.ca>
Cc: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Subject: RE: Trust Letter

Hi Michael,

Further to our telephone conversation, we attach for your review our draft letter together with the documents to be attached as Schedules A, B and C thereto.

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

From: Michael Mudie [mailto:mudie@shaw.ca]
Sent: February-13-18 11:29 AM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Subject: Trust Letter

Here is a quick draft of a trust letter to give you an idea of what I was thinking you would be sending me as requested.

GOWLING WLG

February ●, 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

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 February ___, 2018 from OI to AES transferring to AES aircraft C-FIGL, executed by OI;

2. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-FZHG, executed by OI;

3. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-GAEN, executed by OI;

4. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-GDHR, executed by OI;

5. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-GFXS, executed by OI;

6. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-GFYK, executed by OI;

7. Bill of sale dated February ___, 2018 from OI to AES transferring to AES aircraft C-FZGP, executed by OI;

8. Bill of sale dated February ___, 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 February ___, 2018 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 February ___, 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 February ___, 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 February ___, 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 February ___, 2018 between OGI, OI, OES and AES, executed by OGI, OI and OES;

14. Non-competition agreement made February ___, 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 February ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

16. Irrevocable assignment and direction to pay dated February ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

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21. Irrevocable assignment and direction to pay dated February ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

22. Irrevocable assignment and direction to pay dated February ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

23. Irrevocable assignment and direction to pay dated February ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

24. Irrevocable assignment and direction to pay dated February ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

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27. Irrevocable assignment and direction to pay dated February ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

28. Irrevocable assignment and direction to pay dated February ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

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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 February ___, 2018, executed by OGI, OI and OES;

48. Assignment and assumption agreement made February ___, 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 February ___, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective February ___, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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. Assignment of leases dated February ___, 2018 between OI and OGI, as assignors, and AES, as assignee, in respect of the assignment by OI and OGI to AES of their interest in the leases of certain vehicles described therein, executed by OI and OGI; and

63. Bill of sale dated February ___, 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.

B. ADDITIONAL CLOSING DOCUMENTS

We also enclose a copy of the following:

1. a copy of the letter (the "**No Interest Letter**") dated February ___, 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, to be executed by the Administrative Agent upon the payment to the Administrative Agent of the amount set out in the repayment notice attached as Schedule A (the "**Repayment Notice**");

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; and

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.

C. TRUST CONDITIONS

The above documents are delivered to you in trust upon the following conditions, namely:

1. prior to any use being made of the enclosed documents (except for completion of execution by your client of the enclosed documents where applicable), you will provide to the writer, for unconditional release to our client, the sum of $____________, representing the balance due on closing, as shown on the interim statement of adjustments (the "**Cash to Close**"); and

2. you will unconditionally forward to our office for release to our client two (2) original copies of the following documents duly executed by your client, namely:

   (a) the bills of sale set out as items A.1 to A.7;

   (b) the assignment of customer service contracts set out as item A.10;

   (c) the assignment of contracts set out as item A.11;

   (d) the right of first refusal set out as item A.13;

   (e) the non-competition agreement set out as item A.14;

   (f) the Canada Revenue Agency election form set out as item A.43;

   (g) the assignment and assumption agreement set out as item A.48;

   (h) the mutual release and discharge of liability set out as item A.49;

   (i) the lease agreement set out as item A.50;

   (j) the lease agreement set out as item A.52;

   (k) the sublease agreement set out as item A.54;

   (l) the aircraft short form registration lease set out as item A.56;

   (m) the aircraft short form registration lease set out as item A.57;

   (n) the aircraft short form registration lease set out as item A.58;

   (o) the aircraft short form registration lease set out as item A.59;

   (p) the sublease set out as item A.60;

   (q) the software agreement set out as item A.61;

   (r) the assignment of leases set out as item A.62;

   (s) the 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

   (t) the certificate of AES to OGI, OI and OES dated February ____, 2018, executed by AES.

Provided the Cash to Close is unconditionally paid to us and you have forwarded to us the executed documents set forth in Section C.2 above, we undertake to:

1. submit or cause to be submitted for registration:

   (a) 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;

   (b) 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) in the LTO, the partial discharge of mortgage in favour of Nabors set out in section B.10,

   and provide you with particulars of the registration of such discharges in due course;

2. pay to the Administrative Agent the amount set out in the Repayment Notice to legally obligate the Administrative Agent to (i) deliver to OI the No Interest Letter attached as Schedule B to this letter; and (ii) discharge the security in favour of the Administrative Agent set out in the No Interest Letter; and

3. use diligent and commercially reasonable efforts to enforce the undertaking of Stikeman Elliott LLP attached as Schedule C to this letter.

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
REPAYMENT NOTICE

SCHEDULE B
NO INTEREST LETTER

SCHEDULE C
UNDERTAKING OF STIKEMAN ELLIOTT LLP

This is Exhibit "P" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Michael Mudie <mudie@shaw.ca>
Sent: March-12-18 10:28 AM
To: 'Catherine Grygar'; Casey Howell; 'Meaghan Obee Tower'
Cc: 'Stewart, Irene'; 'Taylor, Darren'; 'Kim Mizera'
Subject: RE: Closing and Whitecourt
Attachments: #738134-v4-Trust Letter.doc; #738134-v3-v4 comparable Trust Letter.doc

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

---

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
3930 - 161 Bay Street | Toronto, ON | M5J 2S1
T: 647-776-3435 | F: 416-981-3393
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

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

March ●, 2018 **[NTD: Gowlings – universal change]**

DELIVERED

Irene M. Stewart
Direct (604) 891-2270
Direct Fax (604) 443-5639
irene.stewart@gowlingwlg.com
File no. V41817

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

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Gowling WLG (Canada) LLP
Suite 2300, Bentall 5, 550 Burrard Street
Vancouver BC V6C 2B5 Canada

T +1 604 683 6498
F +1 604 683 3558
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OGI, OES (the "**Business**"), executed by OI, OGI and OES;

9. **[Transfer of land dated February ___, 2018 transferring to AES certain lands described as Plan 0022432 Block 1 Lot 5 Excepting thereout all mines and minerals (the "Lands"), executed by OGI;][NTD: Confirmation of LTO registration of this document will take approx. 2 weeks attributable to LTO registration delays.]**

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49. Mutual release and discharge of liability dated February ____, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective February ____, 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 February ____, 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 February ____, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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 February ___, 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. Assignment of leases dated February ___, 2018 between OI and OGI, as assignors, and AES, as assignee, in respect of the assignment by OI and OGI to AES of their interest in the leases of certain vehicles described therein, executed by OI and OGI; and

63. Bill of sale dated February ___, 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.

B. ADDITIONAL CLOSING DOCUMENTS

We also enclose a copy of the following:

1. **[an unsigned copy of the letter (the "No Interest Letter") dated February ___, 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 which the writer confirms that** we hold~~Stikeman Elliott LLP holds~~ **an executed copy of such No Interest Letter** unconditionally releasable~~releassable~~ **to the vendor and the purchaser** in accordance with trust condition number 4~~subject to the receipt by the Administrative~~

GOWLING WLG

~~Agent of the Cash to Close~~ **set** forth below.~~out in the repayment notice attached as Schedule A (the "Repayment Notice").]~~

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 vendor (the "**Vendors**") to the writer directing the writer to pay the Cash to Close to the Administrative Agent, subject and pursuant to the Trust Conditions listed herein **[NTD: The direction, to be reviewed and approved by the parties, will allow Gowlings to disburse the funds to TEC accordingly, pending confirmation of the Transfer of Land]; and**

C. TRUST CONDITIONS

The above documents are delivered to you in trust upon the following conditions, namely:

1. 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 Lands, you will:

   (a) provide to the writer the sum of $____________, representing the balance due on closing, as shown on the interim statement of adjustments (the "**Cash to Close**") to be held in the writer's firm trust account in accordance with the trust conditions and undertakings set out in this letter; **[NTD: The cash to close cannot be releasable by Gowlings to TEC until the Transfer of Land is registered in the name of the purchaser, closing documents are releasable to both sides and the assets are free and clear of encumbrances save and except for permitted encumbrances.]**

   (b) 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;

GOWLING WLG

(xvi) the sublease set out as item A.60;

(xvii) the software agreement set out as item A.61;

(xviii) the assignment of leases set out as item A.62;

(xix) the 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

(xx) the certificate of AES to OGI, OI and OES dated February ____, 2018, executed by AES;~~.~~

which shall be held in trust by us pending completion of trust conditions #2-3 below.

2. Forthwith upon complying with and the satisfaction of trust condition #1, you will present the Transfer of Lands **[and ●][NTD: insert any other documents to be submitted for registration (other than the lender discharges).]** (the "**LTO Registration Documents**") to the Land Titles Office for registration on or before ●, 2018; if, for any reason whatsoever, the LTO Registration Documents are rejected by the Land Titles Office without having been registered, then you will immediately notify us of the reasons of such rejection.

3. Upon receipt of notice of registration of the Transfer from the Land Titles Office, subject only to

(a) the Permitted Encumbrances and

(b) **[●][NTD: List LTO registrations on title that related to lender security which will have to be discharged following receipt of funds by the Lender.]** currently registered against title to the Lands as Registration Number(s) ● to be discharged pursuant to our undertakings herein,

you shall advise us forthwith in writing and provide a certified copy of certificate of title in the name of **[the purchaser]** evidencing of registration of the Transfer **[and ●]. [NTD: insert any other documents to be submitted for registration (other than the lender discharges).]**

4. Upon satisfaction of Trust Conditions #1-~~#Condition #~~3 above, the following shall be unconditionally releasable:

(a) by the writer to the Administrative Agent, 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** NTD includes No Interest Letter]; and

(c) the **[purchaser documents and deliveries to vendor]**.

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5. If the LTO Registration Documents are not submitted for registration on or before ●pm on ●, 2018 (or such later time to which we may agree in writing) then you will, on our written demand, forthwith return the LTO Registration Documents to the writer without prejudice to any rights or remedies of the vendor in accordance with the [asset purchase agreement], at law or in equity.

6. Subject to the completion of the Trust Conditions #1 to #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;

   (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) pay to the Administrative Agent, pursuant to the Payment Direction the amount set out in the Repayment Notice to legally obligate the Administrative Agent to:~~

      ~~(i)~~ deliver to you~~●~~ the No Interest Letter attached as Schedule B~~Schedule B~~ to this letter, duly executed by; ~~and~~

   ~~(ii)~~(d) ~~discharge the security in favour of~~ the Administrative Agent ~~and take all other actions set out in the No Interest Letter~~;

   (e) obtain from the Administrative Agent a receipt evidencing such payment executed by the Administrative Agent;

   (f) use diligent and best~~commercially reasonable~~ efforts to enforce the undertaking of Stikeman Elliott LLP attached as Schedule C to this letter; ~~and~~

   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.

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Yours truly,

Gowling WLG (Canada) LLP

Irene M. Stewart

IMS:sw
Encls.

SCHEDULE A
REPAYMENT NOTICE

SCHEDULE B
NO INTEREST LETTER

SCHEDULE C
UNDERTAKING OF STIKEMAN ELLIOTT LLP

Casey Howell

From:	Michael Mudie <mudie@shaw.ca>
Sent:	March-20-18 6:45 PM
To:	Casey Howell
Subject:	RE: Rilpa deal

We did receive new drafts of leases. We still need to finalize a few things with Woodlands before they are acceptable, but I do not expect this to be difficult. Counsel for Woodlands, though, forwarded the new draft leases and surrender of leases on the condition that they would have no effect until such time as the fuel tanks were removed and satisfactory environmental reports received by them. We have had a discussion with Ryan about this today and he is taking steps to remove the tanks. Take care.

From: Casey Howell [mailto:casey@thirdeyecapital.com]
Sent: Tuesday, March 20, 2018 11:16 AM
To: Michael Mudie <mudie@shaw.ca>
Subject: Rilpa deal

Hi Mike –

We heard from Ops that perhaps you guys have the lease you want with Whitecourt? Or is that just rumour? Let me know if you're around to chat (or just give me a ring) to touch base.

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 "Q" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From: Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent: April-19-18 7:06 PM
To: Casey Howell
Cc: Ryan Tobber; Stewart, Irene
Subject: Airborne - Trust Letter
Attachments: Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1.doc

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

GOWLING WLG

~~March~~April ●, 2018~~ [NTD: Gowlings – universal change]~~

DELIVERED

Irene M. Stewart
Direct (604) 891-2270
Direct Fax (604) 443-5639
irene.stewart@gowlingwlg.com
File no. V41817

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 ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FIGL, executed by OI;

2. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FZHG, executed by OI;

3. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GAEN, executed by OI;

4. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GDHR, executed by OI;

5. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GFXS, executed by OI;

6. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GFYK, executed by OI;

7. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FZGP, executed by OI;

8. Bill of sale dated ~~February~~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 ~~February~~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;~~][NTD: Confirmation of LTO registration of this document will take approx. 2 weeks attributable to LTO registration delays.]~~

10. Assignment of customer service contracts made ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~April ___, 2018 between OGI, OI, OES and AES, executed by OGI, OI and OES;

14. Non-competition agreement made ~~February~~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 ~~February~~April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

16. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

17. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

18. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

19. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

20. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

21. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

22. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

23. Irrevocable assignment and direction to pay dated ~~February~~ April ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

24. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

25. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Pipeline, executed by OI;

26. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

27. Irrevocable assignment and direction to pay dated ~~February~~ April ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

28. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

29. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

30. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

31. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

32. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

33. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

34. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

35. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

36. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

37. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

38. Irrevocable direction to pay dated ~~February~~April ____, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

39. Irrevocable direction to pay dated ~~February~~April ____, 2018 by OI to Pembina Pipeline, executed by OI;

40. Irrevocable direction to pay dated ~~February~~April ____, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

41. Irrevocable direction to pay dated ~~February~~April ____, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

42. Irrevocable direction to pay dated ~~February~~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 ~~February~~April ____, 2018, executed by OGI, OI and OES;

48. Assignment and assumption agreement made ~~February~~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 ~~February~~April ____, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective ~~February~~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 ~~February~~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;

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54. Sublease agreement dated effective ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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. Assignment of leases dated February ___, 2018 between OI and OGI, as assignors, and AES, as assignee, in respect of the assignment by OI and OGI to AES of their interest in the leases of certain vehicles described therein, executed by OI and OGI; and~~

62. ~~63.~~ Bill of sale dated ~~February~~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 ~~February~~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 ~~which the writer confirms~~. We confirm that we hold an executed copy of such No Interest Letter unconditionally releasable to ~~the vendor~~AES and ~~the purchaser~~OGI, OI and OES in accordance with ~~trust condition number~~ 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;

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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 ~~vendor~~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 ~~**[NTD: The direction, to be reviewed and approved by the parties, will allow Gowlings to disburse the funds to TEC accordingly, pending confirmation of the Transfer of Land]; and**~~.

C. TRUST CONDITIONS

~~The~~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 ~~Lands~~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 ~~(the "**Cash to Close**") to be held in the writer's firm trust account in accordance with the trust conditions~~.

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;~~ [NTD: The cash to close cannot be releasable by Gowlings to TEC until the Transfer of Land is registered in the name of the purchaser, closing documents are releasable to both sides and the assets are free and clear of encumbrances save and except for permitted encumbrances.]~~

(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 by June 30, 2018 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

GOWLING WLG

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) ~~(b)~~ 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) the assignment of leases set out as item A.62;~~

(xviii) ~~(xix) the~~ 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) ~~(xx)~~ the certificate of AES to OGI, OI and OES dated ~~February~~April ____, 2018, executed by AES~~;~~.

(d) ~~which shall be held in trust by us pending completion of trust conditions #2-3 below.~~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~~Trust Condition #1, you will present the Transfer of ~~Lands~~ ~~**[and ●][NTD: insert any other documents to be submitted for registration (other than the lender discharges).]**~~Land (the "**LTO Registration** ~~**Documents**~~**Document**") to the ~~Land Titles Office~~LTO for registration on or before ~~●, 2018; if~~the Closing Date. If, for any reason whatsoever, the LTO Registration ~~Documents are~~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 ~~Land Titles Office~~LTO, subject only to

(a) the Permitted Encumbrances of Instrument Nos. 842 136 831, 972 135 294 and 132 350 177; and

(b) ~~**[●][NTD: List LTO registrations on title that related to lender security which will have to be discharged following receipt of funds by the Lender.]**~~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 ~~[the purchaser]~~Airborne Energy Solutions Inc. evidencing of registration of the Transfer ~~[and ●]. [NTD: insert any other documents to be submitted for registration (other than the lender discharges).]~~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 #~~3~~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~~Vendor documents and deliveries to ~~purchaser NTD includes No Interest Letter]~~Purchaser; and

   (c) the ~~[purchaser~~Purchaser documents and deliveries to ~~vendor]~~Vendor.

5. If the LTO Registration Documents are not submitted for registration on or before ~~● pm on~~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 ~~Documents~~Document to the writer without prejudice to any rights or remedies of the vendor in accordance with the [~~asset purchase agreement~~PSA], at law or in equity.

6. Subject to the completion of the Trust Conditions #1 ~~to~~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 ~~B~~A to this letter, duly executed by the Administrative Agent;

   (e) ~~obtain~~request from the Administrative Agent a receipt evidencing ~~such payment~~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 ~~C~~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~~
~~REPAYMENT NOTICE~~

SCHEDULE A~~SCHEDULE B~~
NO INTEREST LETTER

SCHEDULE B~~SCHEDULE C~~
UNDERTAKING OF STIKEMAN ELLIOTT LLP

Document comparison by Workshare Professional on Friday, April 20, 2018 1:18:52 PM

Input:	
Document 1 ID	file://C:\Users\simistem\Desktop\#738134-v4-Trust Letter.doc
Description	#738134-v4-Trust Letter
Document 2 ID	file://C:\Users\simistem\Desktop\Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1.doc
Description	Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	160
Deletions	126
Moved from	0
Moved to	0
Style change	0
Format changed	0

Casey Howell

From:	Willis, Susan <Susan.Willis@gowlingwlg.com> on behalf of Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Sent:	April-19-18 7:06 PM
To:	Casey Howell
Cc:	Ryan Tobber; Stewart, Irene
Subject:	Airborne - Trust Letter
Attachments:	Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1.doc

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

GOWLING WLG

~~March~~April ●, 2018 ~~[NTD: Gowlings – universal change]~~

DELIVERED

Irene M. Stewart
Direct (604) 891-2270
Direct Fax (604) 443-5639
irene.stewart@gowlingwlg.com
File no. V41817

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 ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FIGL, executed by OI;

2. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FZHG, executed by OI;

3. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GAEN, executed by OI;

4. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GDHR, executed by OI;

5. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GFXS, executed by OI;

6. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-GFYK, executed by OI;

7. Bill of sale dated ~~February~~April ____, 2018 from OI to AES transferring to AES aircraft C-FZGP, executed by OI;

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8. Bill of sale dated ~~February~~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 ~~February~~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;~~][NTD: Confirmation of LTO registration of this document will take approx. 2 weeks attributable to LTO registration delays.]~~

10. Assignment of customer service contracts made ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~April ___, 2018 between OGI, OI, OES and AES, executed by OGI, OI and OES;

14. Non-competition agreement made ~~February~~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 ~~February~~April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

16. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

17. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

18. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

19. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

20. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

21. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

22. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

23. Irrevocable assignment and direction to pay dated ~~February~~ April ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

24. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

25. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Pipeline, executed by OI;

26. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

27. Irrevocable assignment and direction to pay dated ~~February~~ April ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

28. Irrevocable assignment and direction to pay dated ~~February~~April ___, 2018 by OI to Transcanada Pipelines Limited, executed by OI;

29. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Agrium Canada Partnership, executed by OI;

30. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Air Products Canada Ltd., executed by OES;

31. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Alliance Pipeline Limited Partnership, executed by OES;

32. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Altagas Extraction and Transmission LP, executed by OI;

33. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Canlin Energy Corporation, executed by OES;

34. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to ConocoPhillips Canada Resources Corp., executed by OI;

35. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OES to Husky Oil Operations Limited, executed by OES;

36. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Nova Chemicals Corporation, executed by OI;

37. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Nova Gas Transmission Ltd., executed by OI;

38. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Oil Sands Pipeline LP, executed by OI;

39. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Pipeline, executed by OI;

40. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Pembina Prairie Facilities Ltd., executed by OI;

41. Irrevocable direction to pay dated ~~February~~April ___, 2018 by OI to Suncor Energy Logistics Corporation, executed by OI;

42. Irrevocable direction to pay dated ~~February~~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 ~~February~~April ___, 2018, executed by OGI, OI and OES;

48. Assignment and assumption agreement made ~~February~~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 ~~February~~April ___, 2018 between Classic, Rilpa, OGI, OI and OES, executed by OGI, OI and OES;

50. Lease agreement dated effective ~~February~~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 ~~February~~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;

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54. Sublease agreement dated effective ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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 ~~February~~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. Assignment of leases dated February ___, 2018 between OI and OGI, as assignors, and AES, as assignee, in respect of the assignment by OI and OGI to AES of their interest in the leases of certain vehicles described therein, executed by OI and OGI; and~~

62. ~~63.~~ Bill of sale dated ~~February~~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 ~~February~~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~~ which the writer confirms~~. We confirm that we hold an executed copy of such No Interest Letter unconditionally releasable to ~~the vendor~~AES and ~~the purchaser~~OGI, OI and OES in accordance with ~~trust condition number~~ 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 ~~vendor~~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~~ **[NTD: The direction, to be reviewed and approved by the parties, will allow Gowlings to disburse the funds to TEC accordingly, pending confirmation of the Transfer of Land]**; and~~.

C. TRUST CONDITIONS

~~The~~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 ~~Lands~~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~~ (the "**Cash to Close**") to be held in the writer's firm trust account in accordance with the trust conditions,~~.

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;~~ [NTD: The cash to close cannot be releasable by Gowlings to TEC until the Transfer of Land is registered in the name of the purchaser, closing documents are releasable to both sides and the assets are free and clear of encumbrances save and except for permitted encumbrances.]~~

(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 by June 30, 2018 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) ~~(b)~~ 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) the assignment of leases set out as item A.62;~~

(xviii) ~~(xix) the~~ 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) ~~(xx)~~ the certificate of AES to OGI, OI and OES dated ~~February~~April ___, 2018, executed by AES~~;~~.

(d) ~~which shall be held in trust by us pending completion of trust conditions #2-3 below.~~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~~Trust Condition #1, you will present the Transfer of ~~Lands **[and ●][NTD: insert any other documents to be submitted for registration (other than the lender discharges).]**~~Land (the "**LTO Registration** ~~**Documents**~~**Document**") to the ~~Land Titles Office~~LTO for registration on or before ●~~, 2018; if~~the Closing Date. If, for any reason whatsoever, the LTO Registration ~~Documents are~~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 ~~Land Titles Office~~LTO, subject only to

(a) the Permitted Encumbrances of Instrument Nos. 842 136 831, 972 135 294 and 132 350 177; and

(b) ~~**[●][NTD: List LTO registrations on title that related to lender security which will have to be discharged following receipt of funds by the Lender.]**~~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 ~~[the purchaser]~~Airborne Energy Solutions Inc. evidencing of registration of the Transfer ~~[and ●]. [NTD: insert any other documents to be submitted for registration (other than the lender discharges).]~~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 #~~3~~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~~Vendor documents and deliveries to ~~purchaser NTD includes No Interest Letter]~~Purchaser; and

   (c) the ~~[purchaser~~Purchaser documents and deliveries to ~~vendor]~~Vendor.

5. If the LTO Registration Documents are not submitted for registration on or before ~~● pm on~~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 ~~Documents~~Document to the writer without prejudice to any rights or remedies of the vendor in accordance with the [~~asset purchase agreement~~PSA], at law or in equity.

6. Subject to the completion of the Trust Conditions #~~1 to~~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 ~~B~~A to this letter, duly executed by the Administrative Agent;

   (e) ~~obtain~~request from the Administrative Agent a receipt evidencing ~~such payment~~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 ~~C~~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~~
~~REPAYMENT NOTICE~~

SCHEDULE A~~SCHEDULE B~~
NO INTEREST LETTER

SCHEDULE B~~SCHEDULE C~~
UNDERTAKING OF STIKEMAN ELLIOTT LLP

Document comparison by Workshare Professional on Friday, April 20, 2018 1:18:52 PM

Input:	
Document 1 ID	file://C:\Users\simistem\Desktop\#738134-v4-Trust Letter.doc
Description	#738134-v4-Trust Letter
Document 2 ID	file://C:\Users\simistem\Desktop\Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1.doc
Description	Airborne - Trust Letter.v8 from M. Mudie (with IMSs change to C.1.(b)(i)(A))-VAN_LAW-2644978-v1
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	160
Deletions	126
Moved from	0
Moved to	0
Style change	0
Format changed	0

This is Exhibit "R" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Casey Howell

From:	Mark Horrox
Sent:	May-10-18 3:43 PM
To:	Ryan Tobber
Cc:	Casey Howell; Irene Stewart; Matt Braaten
Subject:	RE: trust funds transfer

Closing ASAP

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Thursday, May 10, 2018 3:38 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Cc: Casey Howell <casey@thirdeyecapital.com>; Irene Stewart <irene.stewart@gowlings.com>; Matt Braaten <matt.braaten@opsmobil.com>
Subject: Re: trust funds transfer

Hi Mark,

This sounds like progress. The ISOA has been sent out to both TEC and AES. Did you discuss or confirm a closing date?

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

OpsMobil

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

On Thu, May 10, 2018 at 12:34 PM Mark Horrox <Mark@thirdeyecapital.com> wrote:

I called him a second time.

Kim has agreed to:

1. Drop the encroachment holdback
2. Drop the unpaid holdback, on strict condition that the ISOA and any unpaids within it are accurately reconciled. I have told him that is reasonable and I need you to work with your team to ensure it is.

3. The environmental holdback would stay the same at $250K
4. On the basis of the ISOA I have seen, and the unpaids I have seen, the net payable at closing os $1.507MM
5. Gowlings to hold the holdbacks in trust per the terms of the letter

Please work to get the ISOA and unpaids portion to Rilpa asap and work with them to agree it so we can get this closed.

Thanks

Mark

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Thursday, May 10, 2018 1:28 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: trust funds transfer

Did you call him??

Regards,

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

Ops Mobil

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Casey Howell

From:	Ryan Tobber <ryan.tobber@opsmobil.com>
Sent:	May-10-18 5:21 PM
To:	Kim Mizera
Cc:	Irene Stewart; Michael Mudie; Mark Horrox; Casey Howell; Matt Braaten
Subject:	Fwd: trust funds transfer
Attachments:	image002.png

Hi Kim,

As per out call, we propose the following:

- Drop the encroachment holdback with the understanding that AES will negotiate these issues with the Woodlands and OpsMobil will not interfere with such negotiations.
- Drop the unpaid holdback with the condition that OpsMobil actually identifies the unpaids and pays such upon closing. As stat dec would be provided confirming the paids
- Environmental holdback remains at $250K until July 31, 2018

Irene could you work with Mike to draft sufficient language into the trust letter? Kim, let me know if I missed anything.

Thanks,

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

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

---------- Forwarded message ---------
From: Mark Horrox <Mark@thirdeyecapital.com>
Date: Thu, May 10, 2018 at 12:34 PM
Subject: RE: trust funds transfer
To: Ryan Tobber <ryan.tobber@opsmobil.com>
Cc: Casey Howell <casey@thirdeyecapital.com>

I called him a second time.

Kim has agreed to:

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2. Drop the unpaid holdback, on strict condition that the ISOA and any unpaids within it are accurately reconciled. I have told him that is reasonable and I need you to work with your team to ensure it is.
3. The environmental holdback would stay the same at $250K
4. On the basis of the ISOA I have seen, and the unpaids I have seen, the net payable at closing os $1.507MM
5. Gowlings to hold the holdbacks in trust per the terms of the letter

Please work to get the ISOA and unpaids portion to Rilpa asap and work with them to agree it so we can get this closed.

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Mark

From: Ryan Tobber [mailto:ryan.tobber@opsmobil.com]
Sent: Thursday, May 10, 2018 1:28 PM
To: Mark Horrox <Mark@thirdeyecapital.com>
Subject: Fwd: trust funds transfer

Did you call him??

Regards,

Ryan Tobber
President & CEO | OpsMobil Group Inc
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Phone: (403) 930-1702
Cell: (403) 797-0375
Email: ryan.tobber@opsmobil.com
www.opsmobil.com

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

---------- Forwarded message ---------
From: Kim Mizera <KimM@rilpa.com>
Date: Thu, May 10, 2018 at 10:37 AM
Subject: RE: trust funds transfer
To: Ryan Tobber (ryan.tobber@opsmobil.com) <ryan.tobber@opsmobil.com>

HI Ryan

Has this been actioned?

I'm out of the office at noon and need confirmation before I leave

Thanks

Kim

Kim Mizera

Rilpa Enterprises

From: Kim Mizera
Sent: Wednesday, May 09, 2018 8:09 PM
To: Ryan Tobber (ryan.tobber@opsmobil.com)
Subject: trust funds transfer

Ryan,

can you please forward to us $288,000 of our monies held in trust by Ops with ATB

to AES's account as per attachment tomorrow by EFT.

Thanks

Kim Mizera

This is Exhibit "S" referred to in the Affidavit of Mark Horrox made before me on this 24th day of July, 2018.

A Commissioner for Taking Affidavits in and for the Province of Ontairo

Amanda Santache

De:	Ryan Tobber <ryan.tobber@opsmobil.com>
Envoyé:	Monday, May 28, 2018 8:39 PM
À:	Mark Horrox
Objet:	Fwd: Trust Letter
Pièces jointes:	image001.png; image002.png; image003.png; image004.png; image005.png; image006.png; image001.png; Airborne - LTR M. Mudie enclosing docs on trust conditions-VAN_LAW-2577879-v12.doc; Airborne - Blackline (v12-v11) - LTR M. Mudie enclosing docs on trust conditions-VAN_LAW-2680426-v1.pdf

Fyi

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: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Date: Mon, May 28, 2018, 18:29
Subject: RE: Trust Letter
To: Michael Mudie <mudie@shaw.ca>
Cc: Ryan Tobber <ryan.tobber@opsmobil.com>, Stewart, Irene <Irene.Stewart@gowlingwlg.com>

Hi Mike,

We attach the revised trust letter together with a blackline showing the changes made thereto.

Kind regards,

Irene Stewart
Partner

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

From: Michael Mudie [mailto:mudie@shaw.ca]
Sent: May-22-18 2:43 PM
To: Stewart, Irene <Irene.Stewart@gowlingwlg.com>
Cc: 'Kim Mizera' <KimM@rilpa.com>; 'Mike Gauthier' <MikeG@rilpa.com>
Subject: Trust Letter

Please find attached my comments to your trust letter which incorporates the items previously agreed upon and recent discussions.

Casey Howell

From:	Ryan Tobber <ryan.tobber@opsmobil.com>
Sent:	May-29-18 4:18 PM
To:	Casey Howell; Mark Horrox
Cc:	lisa. winfield
Subject:	Fwd: Trust Letter
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

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

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

---------- Forwarded message ---------
From: Kim Mizera <KimM@rilpa.com>
Date: Thu, May 10, 2018 at 10:37 AM
Subject: RE: trust funds transfer
To: Ryan Tobber (ryan.tobber@opsmobil.com) <ryan.tobber@opsmobil.com>

HI Ryan

Has this been actioned?

I'm out of the office at noon and need confirmation before I leave

Thanks

Kim

Kim Mizera

Rilpa Enterprises

From: Kim Mizera
Sent: Wednesday, May 09, 2018 8:09 PM
To: Ryan Tobber (ryan.tobber@opsmobil.com)
Subject: trust funds transfer

Ryan,

can you please forward to us $288,000 of our monies held in trust by Ops with ATB

to AES's account as per attachment tomorrow by EFT.

Thanks

Kim Mizera